

**AGREEMENT**  
**Between**  
**THE CITY OF ALBUQUERQUE**  
**And**  
**LOCAL 3022 AFSCME, COUNCIL 18, AFL-CIO**

**September 24, 2008**

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# AGREEMENT

## 0. RECITALS

**0.1 Preamble:** The Union and Employer recognize the mission, goals and obligations of the City of Albuquerque as a provider of services to the citizens of the City through its employees. The parties further recognize that it is in the best interest of the parties, the employees and the public that all dealings between the parties continue to be characterized by mutual responsibility and respect. This Agreement shall provide terms and conditions of employment for employees covered herein and a procedure to resolve grievances. The Union shall not file a grievance or entertain a grievance from an employee that only alleges a violation of this Article.

**0.2 Authority:** This Agreement has been made and entered into by and between the City of Albuquerque (hereinafter "Employer") and Local 3022, City of Albuquerque M-Series Employees, of the American Federation of State, County and Municipal Employees, Council 18, AFL-CIO (hereinafter "Union") pursuant to the City of Albuquerque Labor-Management Relations Ordinance.

**0.3 Agreement Control:** This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws of the State of New Mexico. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's Merit System Ordinance, department standard operating procedures, policies or Personnel Rules and Regulations, this Agreement shall control.

**0.4 Recognition:** The Employer recognizes the Union as the sole and exclusive representative in all matters establishing and pertaining to wages, hours and all other terms and conditions of employment for all employees in the stipulated bargaining unit, including all MT, MJ, and ML employees. The parties agree to the inclusion of eligible part-time M-Series employees in the Union's bargaining unit.

## 1. GENERAL LABOR/ MANAGEMENT PROVISIONS

### **1.1 Fair Share/ Agency Fee**

1.1.1 The Employer shall, for the duration of this Agreement, deduct from any employee's pay for each pay period of each month Union dues provided the employee submits an authorization thereof. The deductions shall be made and transmitted to the Union in the manner set forth under Article 1.2.2 of this Agreement.

1.1.2 Payment of an agency fee by non-union bargaining unit employees

1 has been authorized by Resolution of the Albuquerque City Council. The  
2 Resolution requires an adequate showing by the Union that at least 50%  
3 of the employees in the bargaining unit are members in good standing  
4 with the Union at the time the agency fee is implemented and the  
5 threshold percentage is maintained while the agency fee is in place.  
6

7 1.1.3 The Resolution further requires that any agency fee provision  
8 negotiated pursuant to the Resolution comply with all state and federal  
9 legal requirements.  
10

11 1.1.4 The parties agree to implement an agency fee for non-union  
12 employees subject to the provisions set forth in paragraphs 2 and 3 above  
13 and the following additional conditions:  
14

15 1.1.4.1 The Union shall retain an independent auditor to audit its  
16 receipts and expenditures on an annual basis.  
17

18 1.1.4.2 The Union will publish the results of the audit, including an  
19 adequate explanation of the agency fee, to bargaining unit  
20 employees.  
21

22 1.1.4.3 Bargaining unit employees shall have thirty (30) days to  
23 file a challenge to the apportionment of the agency fee.  
24

25 1.1.4.4 An impartial decision maker shall hear any challenge.  
26

27 1.1.4.5 The amount of the agency fee shall only include costs  
28 permitted under applicable federal and state case law. The  
29 determination of these costs shall be made from the most recently  
30 available audited financial reports cited in paragraph (a) above. If a  
31 court of competent jurisdiction rules that certain costs included in  
32 the agency fee are prohibited from inclusion or that the Resolution's  
33 limitations legally prohibit the inclusion of certain costs, the agency  
34 fee amount shall be modified accordingly.  
35

36 1.1.4.6 Under no circumstances shall non-union employees be  
37 required to contribute towards the Union's social, political or  
38 charitable activities; nor shall any non-union employee be subject to  
39 any retaliation for refusal to contribute to such activities.  
40

41 1.1.4.7 The Union has the burden of proving before the impartial  
42 decision maker that its costs were properly apportioned to the  
43 agency fee.  
44

45 1.1.4.8 Any portion of the agency fee that is specifically  
46 challenged shall be held in escrow until resolution of the challenge.

1  
2 1.1.4.9 To the extent permitted by Law, the Union shall indemnify  
3 and hold harmless, including payment of attorney fees and costs for  
4 counsel chosen by agreement of the parties, for any claim or  
5 challenge to this article or the imposition of an agency fee.  
6

7 1.1.4.10 Once the appropriate amount of the agency fee for the  
8 most recent twelve (12) month audit has been determined, the  
9 Employer agrees to deduct that amount from the pay of non-union  
10 employees for the twelve (12) months subsequent to the  
11 determination.  
12

13 1.1.4.11 The Employer shall make the agency fee payment  
14 deductions for employees in the bargaining unit who do not submit  
15 an authorization form for Union dues deduction or pay the Union  
16 dues by another method identified by the Union.  
17

18 1.1.4.12 The Employer shall make employee payroll deductions  
19 for agency fee payments upon notification to the non-dues-paying  
20 employee of the amount and reason for such payment.  
21

22 1.1.4.13 All money deducted from wages for agency fee  
23 payments shall be remitted to the Union after the payday covering  
24 the pay period of deduction in the same manner as dues are  
25 remitted under Article 1.2.2. If any employee has insufficient  
26 earnings for the pay period, no agency fee payroll deduction will be  
27 made for that employee for that pay period.  
28

29 1.1.5 If, as a result of litigation, changes to this Article become  
30 necessary, the parties will meet to negotiate the issues.  
31

## 32 **1.2 Payroll Deduction**

33

34 1.2.1 Upon receipt of a signed authorized membership dues deduction  
35 card, the Employer shall deduct membership dues levied by the Union in  
36 accordance with the Union's constitution and by-laws. The Union shall  
37 designate in writing to the Employer's Central Payroll Office Manager the  
38 amount of the deduction. If the amount changes, the change shall be  
39 communicated in writing by the Union to the Employer. All deductions,  
40 including new deductions or changes in the amounts of the deductions,  
41 shall begin the first full pay period after the Employer receives the written  
42 notice of change. Deductions shall be made each bi-weekly pay period  
43 unless terminated in accordance with the provisions set forth herein.  
44

45 1.2.2 The Employer's DFAS Central Payroll Office shall forward to

1 the Union all dues withheld pursuant to valid authorization cards. The  
2 Union shall inform the Central Payroll office manager in writing where the  
3 dues should be sent. The transmission of the dues by the Employer to the  
4 Union shall take place no later than the end of the following pay period.  
5 The transmission shall include a roster of the employees for whom the  
6 deductions have been made.

7  
8 1.2.3 An employee may authorize payroll deduction amounts in  
9 excess of the dues levied by the Union. The employee shall sign a  
10 separate authorization form in order to initiate this deduction.

11  
12 1.2.4 An employee may terminate dues deduction by submitting a  
13 written request for termination of the deduction during the first week of  
14 July to the Union President. The President shall forward the termination  
15 request to the DFAS Central Payroll Office within one (1) week after  
16 receipt of the termination notice. The deduction shall terminate the first full  
17 pay period after the Employer receives the termination request.

18  
19 1.2.5 The Employer shall terminate an employee's dues deduction if  
20 the employee leaves the bargaining unit for any reason. The deduction  
21 shall terminate the first full pay period after the employee leaves the  
22 bargaining unit. The Union shall receive notice of the termination on  
23 reports submitted by the Employer to the Union as required by this  
24 Agreement.

25  
26 1.2.6 The Union shall indemnify, defend and save the Employer  
27 harmless against any and all claims, demands, suits or other forms of  
28 liability that shall arise out of or as a result of any conduct taken by the  
29 Employer for the purpose of complying with this section.

### 30 31 **1.3 Union Rights**

32  
33 1.3.1 Neither party shall interfere with the internal operations of the other  
34 party. Employee conversations related to the Union or politics that do not  
35 interfere with employee productivity and performance shall not be  
36 prohibited.

37  
38 1.3.2 The Union has the right to elect or appoint Union representatives  
39 and stewards in accordance with the Union's internal constitution and  
40 policies. Union representatives and stewards are recognized as Union  
41 leaders at worksites. Union representatives and stewards shall have  
42 reasonable access to the premises of the Employer after giving  
43 appropriate notice. Such visitations shall be for the purpose of  
44 administering this Agreement. Union representatives or stewards may  
45 request meetings as needed to prevent, clarify or resolve a problem.  
46 Union representatives and/or stewards may only meet with employees

1 during the employee's work time if the meeting is approved in advance by  
2 the employee's supervisor.  
3

4 1.3.3 Employees who are appointed to the Union's negotiating team  
5 shall be granted leave with pay to participate in the negotiation process in  
6 accordance with the Merit System Ordinance and Administrative  
7 Instruction 7-24.  
8

9 1.3.4 The Union shall be provided paid leave under the following  
10 circumstances:  
11

12 1.3.4.1 A Union steward who schedules a meeting with an  
13 Employer representative during the workday shall be credited with  
14 paid leave or the time shall be considered time worked for duration  
15 of the meeting provided the Employer representative and the Union  
16 steward's direct supervisor have agreed to schedule the meeting.  
17 The Union shall provide the Employer with a list of Union stewards  
18 each year as changes are made. For the purposes of this provision,  
19 all Union officials shall be considered stewards.  
20

21 1.3.4.1 A Union steward or other Union representative may  
22 schedule a meeting with an employee during the workday provided  
23 the meeting takes place during the employee's lunch or break  
24 period. If an employee with whom the Union wishes to meet during  
25 the workday does not have a scheduled unpaid lunch or break  
26 period, the employee and the steward or other Union representative  
27 shall be provided a maximum of thirty (30) minutes to meet  
28 provided the issue to be discussed is directly related to the  
29 administration of this Agreement and the immediate supervisor has  
30 approved the meeting. The approval shall not be unreasonably  
31 denied.  
32

33 1.3.4.2 A Union steward shall be on paid time when attending a  
34 pre-determination hearing requested by a bargaining unit  
35 employee, a grievance hearing when requested by a bargaining  
36 unit employee and a Labor or Personnel Board meeting when  
37 charges or other matters directly affecting employees represented  
38 by the steward are being addressed. Unless otherwise approved by  
39 the Employee Relations Officer, the Union shall be limited to one  
40 (1) employee representative on paid leave per hearing.  
41

42 1.3.5 The President/designee shall be provided a maximum of sixteen  
43 (16) hours paid leave per week to facilitate positive labor-management  
44 relations between the Employer and employees represented by the Union  
45 and to resolve issues at the lowest possible level. The President may

1 designate an alternative employee for this leave provided the President is  
2 on approved leave for the time designated.  
3

4 1.3.5.1 The Union President/designee shall submit a written  
5 tentative schedule of Union activity to the President/designee's  
6 immediate supervisor prior to the beginning of each week's Union  
7 work. Changes in these schedules shall be brought to the  
8 immediate supervisor's attention as soon as possible. The  
9 President/designee shall submit a written log of activities related to  
10 this paid time to the Union President's/designee's immediate  
11 supervisor and the Employee Relations Officer following each week  
12 of Union work. The log shall be submitted no later than the week  
13 following the activities.  
14

15 1.3.5.2 A Union member may be granted a leave without pay for  
16 up to one (1) year. Conducting Union business shall not be a  
17 reason for denying a request for leave without pay. The employee  
18 shall be allowed to maintain benefits during leave without pay  
19 status and shall be responsible for full contributory benefits when in  
20 unpaid status for more than one (1) full pay period. The Employer  
21 shall return and employ the member who has taken leave without  
22 pay to the same or equivalent position, status and pay including  
23 any anniversary increases or general wage increases paid to  
24 employees of the bargaining unit during the Union member's leave.  
25 It will be the responsibility of the Union member to contact the  
26 Human Resources Department Insurance and Benefits office  
27 manager to make proper arrangements.  
28

29 1.3.6 The Employer shall provide the Union with an Employer bulletin  
30 board dedicated exclusively for Union use at each worksite to post Union  
31 approved material. The Union steward at the worksite and the worksite  
32 supervisor will jointly designate the space provided. The posted literature  
33 shall not include politically partisan material or any content that is  
34 personally derogatory.  
35

36 1.3.7 Properly labeled outside and inter-departmental mail addressed  
37 to employees and Union representatives shall be treated as confidential  
38 and shall not be opened by office personnel. Mail sent from the  
39 Employer's Human Resources or Employee Relations departments or  
40 their successors shall not be opened by office personnel.  
41

42 1.3.8 The Union shall be permitted to meet new employees at each  
43 new employee orientation meeting attended by bargaining unit employees.  
44 The Union may meet with the employees before and after the orientation  
45 and during any break scheduled by the Employer. If the Union assigns an  
46 employee to represent the Union at an orientation meeting, the employee



1 may only use paid Union leave if the leave and the approval of the leave  
2 are taken in accordance with the provisions set forth in Article 1.3.4  
3 herein.  
4

#### 5 **1.4 Employer Rights**

6  
7 1.4.1 Subject to existing law, the City reserves the following rights:  
8

9 1.4.1.1 To direct the work of its employees;

10 1.4.1.2 To hire, promote, evaluate, transfer and assign  
11 employees;

12 1.4.1.3 To demote, suspend, discharge or terminate employees  
13 for just cause;

14 1.4.1.4 To determine staffing requirements;

15 1.4.1.5 To maintain the efficiency of the City government in  
16 emergencies, and

17 1.4.1.6 To manage and to exercise judgment on all matters not  
18 specifically prohibited by this Article or by the Agreement.

19 1.4.1.7 Neither party shall interfere with the internal operations of  
20 the other party.  
21

#### 22 **1.5 Labor Management Committee**

23  
24 1.5.1 A Union-Employer Committee (UEC) shall be established.  
25 The UEC shall be composed of two (2) employees appointed by the Union  
26 and two (2) employees appointed by the Employer. The UEC shall  
27 normally meet during the employee workday on a monthly basis. Overtime  
28 shall not be paid to an employee for time spent on the UEC.  
29

30 1.5.2 The parties agree to include in the meetings additional  
31 persons as the need for their attendance arises.  
32

33 1.5.3 The UEC shall address the implementation of this Agreement  
34 and any other issue of concern to either party. The parties shall prepare  
35 and exchange agenda items at least three (3) work days in advance of the  
36 meeting, unless mutually agreed otherwise.  
37

38 1.5.4 The UEC shall not be permitted or empowered to negotiate any  
39 provision that amends this Agreement or any provision that violates this  
40 Agreement.  
41

#### 42 **1.6 Bargaining Unit Information, Accretion**

43  
44 1.6.1 The Employer shall provide the Union at least once every three  
45 (3) months one (1) computer diskette or compact disc containing the  
46 following information:

1.6.1.1 Names, addresses and phone numbers of bargaining unit employees; the addresses and phone numbers shall be used in a manner consistent with the settlement agreement between the Union and the City that established the Union's right to the addresses and phone numbers;

1.6.1.2 Organizational code for each name and a key for each organizational code;

1.6.1.3 Date of hire for each employee;

1.6.1.4 M Series grade for each bargaining unit employee;

1.6.1.5 Current hourly rate for each employee;

1.6.1.6 FLSA status for each employee, and

1.6.1.7 The number of employees enrolled in the Employer's group insurance programs.

1.6.2 The Employer's department representatives shall assist the Union with the identification of current employee worksites. The assistance shall be provided upon requests from designated Union representatives.

1.6.3 The information provided shall be kept confidential and shall be used for the purpose of administering the Agreement.

1.6.4 The City and the Union will identify positions that are jointly identified to be either included or excluded from the bargaining unit. These positions will be included or excluded from the bargaining unit when the employee currently occupying the position leaves the position identified on the "Questionable" List ("Q" List) or "Union" List ("A" Lists) prepared by the City's Human Resources Department. Recommendations by either the Union or the City to include or exclude positions from the bargaining unit shall be brought to the Union-Employer Committee (UEC) for consideration.

1.6.5 If the parties agree that any such employees or job titles are eligible for inclusion in the bargaining unit, those employees agreed upon shall be added into the Stipulated Bargaining Unit by further stipulation of the parties. At this time, the Employer shall identify positions or employees who should be excluded from the unit under the City of Albuquerque's Labor-Management Relations Ordinance. If the parties cannot reach agreement, the Union or the Employer may submit the question of whether any such employees or job titles are eligible for inclusion in the bargaining unit under the City of Albuquerque Labor-Management Relations Ordinance to the City of Albuquerque Labor Management Relations Board for determination. The determination(s) of the Labor-Management Relations Board will be final, with neither side appealing such determination(s) further. Both parties shall advise the Labor-

Management Relations Board that it is their mutual desire, intention and agreement that any job titles or employees resolved by the Labor-Management Relations Board in favor of the Union or the Employer will be added to or deleted from the Stipulated Bargaining Unit.

## 2. PAY PROVISIONS

### **2.1 Salary Schedule**

2.1.1.1 M-Series: The effective date of salary increases shall be the date the union ratifies the agreement. There shall be no retroactive pay.

#### **PAY PLAN\***

New Steps	1	2	3	4	5	6	7
Grade	Probation						
Old Steps		4	6	8	9	10	12
M11	11.86	12.69	14.00	15.43	16.40	17.01	18.74
M12	13.45	14.39	15.88	17.52	18.64	19.32	21.27
M13	15.44	16.54	18.25	20.10	21.41	22.17	24.42
M14	17.11	18.32	20.18	22.27	23.70	24.55	27.06
M15	18.86	20.17	22.26	24.52	26.13	27.06	29.80
M16	20.74	22.20	24.47	26.99	28.75	29.77	32.80
M17	22.93	24.54	27.05	29.81	31.77	32.91	36.26
M18	26.03	27.86	30.71	33.86	36.06	37.35	41.16
M19	28.80	30.81	33.98	37.45	39.90	41.33	45.54
M20	31.72	33.97	37.44	41.28	43.98	45.54	50.19

\* Step 2 on the 2007 – 2008 salary was eliminated. The new Step represents the old Step 3 and the collapsed Step 2.

#### 2.1.1.2 T-Series:

Police communication Shift Supervisor

STEP		1	2	3	4
GRADE	JOB CODE	PROBATION			
M1		20.87	21.81	22.96	24.17
M1C	4F30AM	21.27	22.81	23.96	25.17

2.1.1.3 Transport Sergeant

MJS	B	\$	1,538.40
	M	\$	3,333.20
	A	\$	39,998.40
	H	\$	19.23

2.1.2. Longevity per pay period for continuous service: 1 – 5 years, \$15.00; 5 years, \$75.00; 10 yrs., \$100.00; 15 years, \$125.00; 20+ years \$150.00.

2.1.3 There shall be no step movement on the salary schedule for the duration of this Agreement.

**2.2 Transitional Bridge Pay for Members**

2.2.1 Until negotiated and ratified otherwise the following shall be paid to eligible employees:

2.2.1.1 Each employee with less than five (5) continuous years' service with the Employer shall receive twenty dollars (\$20.00) each pay period.

2.2.1.2 Each employee with five (5) continuous years' service with the Employer shall receive seventy-five dollars (\$75.00) each pay period.

2.2.1.3 Each employee with ten (10) continuous years' service with the Employer shall receive one hundred dollars (\$100.00) each pay period.

2.2.1.4 Each employee with fifteen (15) continuous years' service with the Employer shall receive one hundred twenty-five dollars (\$125.00) each pay period.

2.2.1.5 Each employee with twenty (20) or more continuous years of service with the Employer shall receive one hundred fifty dollars (\$150.00) each pay period.

**2.3 Overtime**

2.3.1 As a condition of employment, employees may be required to work overtime. Overtime work for City employees is generally discouraged; however when overtime is required for non-exempt employees, compensation must be in accordance with the Fair Labor

Standards Act (FLSA) and this Agreement. Paid time will be considered hours worked for purposes of calculating overtime.

2.3.2 A non-exempt employee shall not work more than the regularly scheduled forty (40) hour workweek without prior approval of the department director or immediate supervisor as designated by the director. Working overtime without prior approval is considered just cause for disciplinary action up to and including termination.

2.3.3 Overtime payment may be in the form of cash or compensatory time, which is limited to a maximum accrual of sixty (60) hours. All accrued compensatory time must be utilized within 180 days of accrual. If not used the balance shall be paid to the employee on the next regularly scheduled payroll.

2.3.4 Each section, or division where sections do not exist, shall maintain a class seniority list in descending order where the most senior non-exempt employee is listed first.

2.3.5 If overtime is required in a division or section, the division manager or section head shall schedule overtime to non-exempt employees on the basis of seniority unless the division manager or section head determines in good faith that the overtime assignment requires specific job skills/license/experience that warrant the assignment of an employee who may not be most senior. Non-exempt employees shall be offered overtime work on a rotational basis from the class seniority list, the first employee on the list being offered overtime first. When an employee works the requested overtime, the employee shall be rotated to the bottom of the list. If an employee declines overtime, the subsequent employee on the list shall be offered the overtime until all employees on the list have been offered the overtime. If all non-exempt employees decline overtime work the Employer shall assign overtime on a rotational basis in reverse order of the class seniority list.

### 3. INSURANCE COVERAGE and BENEFITS

#### **3.1 Premium Costs**

3.1.1 The Employer shall assume insurance premium costs for employees in accordance with the following schedule:

3.1.2 The Employer shall assume 83% of the group health and dental insurance programs.

3.1.3 The Employer shall assume 100% of the group life insurance program.

1  
2 3.1.4 The employee shall assume 100% of the Optional  
3 Supplemental Life Insurance premium.  
4

5 **3.2 Insurance Programs**  
6

7 3.2.1 Group Life Insurance: Employees hired into classified or  
8 unclassified positions working twenty (20) hours or more per week,  
9 receive life insurance protection effective the date of hire at no cost to the  
10 employee. The amount of protection is determined according to the  
11 employee's basic annual earnings. Protection will be adjusted annually, if  
12 necessary, to correspond to pay rate changes. Upon terminating the  
13 group life insurance will cease on the last day of employment. Upon  
14 retirement an employee will continue to be covered by the Employer's plan  
15 at no cost to the employee. Coverage will be one-half of the coverage  
16 reflected on the most recent annual life insurance adjustment report  
17 immediately prior to retirement. Employees categorized as temporary,  
18 seasonal, student or part-time working less than twenty (20) hours per  
19 week are not eligible to participate in the Group Life Insurance programs.  
20

21 3.2.2 Supplemental Life Insurance: Employees working twenty (20) hours  
22 or more per week, their spouses and dependent children may participate  
23 in supplemental life insurance program offered by the City. Spouse,  
24 domestic partner and dependents are eligible to be included on the same  
25 date the employee becomes insured, within thirty-one (31) days of the  
26 date the employee acquires an eligible dependent, during the annual open  
27 enrollment period or upon a qualifying event. Other enrollments or  
28 changes may be made at any time. However they are subject to approval  
29 by the insurance company underwriter. The total premium cost is the  
30 responsibility of the employee with no contribution by the Employer.  
31

32 3.2.2.1 Supplemental life insurance will continue through the end  
33 of the pay period in which the employee terminated. Conversion  
34 may be made to an individual policy when City employment ceases.  
35

36 3.2.2.2 Employees categorized as temporary, seasonal, student  
37 or part-time working less than twenty (20) hours per week are not  
38 eligible to participate in the Supplemental Life Insurance programs.  
39

40 3.2.3 Health and Dental Insurance: Employees in classified or  
41 unclassified positions working twenty (20) hours or more per week are  
42 eligible for health and dental insurance. Employees may enroll without a  
43 medical examination within thirty-one (31) days of the date on which  
44 employment begins or during the annual open enrollment period.  
45

1 3.2.3.1 Coverage begins on the first day of the pay period  
2 immediately following submittal of enrollment documents when  
3 enrollment forms are submitted within the thirty-one (31) day  
4 eligibility period but after the first day at work. If new hires elect to  
5 submit the enrollment forms before their first day of work, coverage  
6 may then begin on the first day of work. Spouse, domestic partner  
7 and dependents are eligible to be included on the same date the  
8 employee becomes insured, within thirty-one (31) days of the date  
9 the employee acquires an eligible dependent, during the annual  
10 open enrollment period or upon a qualifying event. All information  
11 recorded by the insured on the City enrollment form is subject to  
12 verification. The Employer and the employee share the cost of  
13 contributory premiums. The Employer retains the right to modify the  
14 plan of benefits or premium structure during annual renewal  
15 negotiations.

16  
17 3.2.3.2 Employees are required to notify the Employer's  
18 Insurance and Benefits Office of a divorce, legal separation or  
19 changes in status of a dependent child within thirty (30) days after  
20 the date of the event. Failure to provide notification will result in  
21 cancellation of benefit coverage for dependents.

22  
23 3.2.3.3 Under the Health Insurance Portability and Accountability  
24 Act (HIPPA) an employee may enroll within thirty-one (31) days of  
25 the date the employee marries or acquires a child through birth or  
26 adoption.

27  
28 3.2.3.4 Employees categorized as temporary, seasonal, student,  
29 intern, or part-time working less than twenty (20) hours per week  
30 are not eligible to participate in the Group health or dental  
31 Insurance programs.

32  
33 3.2.4 Reinstated Employees: Employees reinstated, as the result of an  
34 administrative or judicial action must contact the Employer's Insurance  
35 Office within thirty-one (31) days of reinstatement to arrange for health  
36 care benefits if there was participation prior to cancellation of benefits.  
37 Documentation authorizing the reinstatement must be provided to the  
38 Employer's Insurance Office at the time of enrollment.

39  
40 3.2.5 Loss of Non-City Sponsored Health Care Coverage: Employees  
41 working twenty (20) hours or more per week and/or eligible dependents  
42 covered under a non-Employer sponsored health care plan that is  
43 terminated through no fault of the insured may enroll under a Employer  
44 health care plan within thirty-one (31) days of termination of prior  
45 coverage. Employees must submit proof of prior coverage and proof of  
46 termination of coverage.

1  
2 3.2.6 Payment of Insurance During Leave Without Pay: Employees in an  
3 unpaid status for one (1) full pay period or longer must make  
4 arrangements for direct payment of contributory insurance benefits.  
5 Failure by employees to make direct payments will result in cancellation of  
6 optional contributory insurance coverage. Employees will not be allowed  
7 to re-enroll until the next open enrollment period.  
8

### 9 **3.3 Continuation of Health Insurance**

10  
11 3.3.1 The Consolidated Omnibus Budget Reconciliation Act (COBRA) of  
12 1986 provides for the continuation of health care coverage for a covered  
13 employee and covered dependents due to a qualifying event that causes  
14 loss of health coverage.  
15

16 3.3.2 To be eligible for COBRA coverage, the qualified beneficiary must  
17 be enrolled in the Employer's group health plan on the day before the  
18 qualifying event takes place, or a child is born to or placed for adoption  
19 with a covered employee during the COBRA coverage period.  
20

21 3.3.3 A qualifying event is defined as termination of employment (other  
22 than for gross misconduct) or reduction in hours of employment; death of  
23 a covered employee, a divorce or legal separation of a spouse from a  
24 covered employee; entitlement to Medicare of a covered employee; the  
25 child no longer satisfies the plan's definition of a dependent child.  
26

27 3.3.4 COBRA continuation coverage may be available for eighteen (18)  
28 months in the event of termination or thirty six (36) months in the event of  
29 death, divorce/legal separation, and entitlement to Medicare or loss in  
30 dependent status.  
31

32 3.3.5 The covered employee or dependent is required to notify the  
33 Employer's Human Resources Department, Insurance and Benefits Office  
34 of a divorce, legal separation, or change in the status of a dependent child  
35 within sixty (60) days after the date of the event. If notification is not  
36 received within this time period, COBRA continuation coverage will not be  
37 provided.  
38

## 39 **4. RETIREMENT PLAN**

### 40 **4.1 NM Public Employees Retirement Association**

41  
42  
43 4.1.1. The City will continue to provide P.E.R.A. Municipal General  
44 member Coverage Plan 3 to all employees. The City will pay seventy-five  
45 percent (75%) of the Employee's portion with the Employee paying the  
46 remaining twenty-five percent (25%).



## 5. VACATION LEAVE

### **5.1 Vacation Leave**

5.1.1 Vacation leave will accrue on a biweekly basis from the date of current employment. No vacation leave may be granted before it is accrued. Vacation leave will accrue through December 31 each year and the excess of seventy-eight (78) biweekly accruals will be dropped from the record at the end of the pay period containing December 31 unless the employee is in Early Retirement or has an effective retirement date of 1/1 of the following year. An employee separating from the Employer's employment will be compensated for the balance of their unused vacation computed to the date of separation. When a legal holiday, which would have been a regular workday for the employee, occurs during vacation, it shall not be charged as vacation leave but as a holiday.

5.1.2 In the event an employee exhausts their paid vacation leave during a pay period the accruals must be prorated based on the number of paid hours during the pay period. Part-time employees working twenty (20) hours or more per week will receive vacation leave on a prorated basis. Employees categorized as temporary, seasonal, student or part time working less than twenty (20) hours per week are not eligible for vacation leave.

5.1.3 Scheduling Vacation Leave: Vacation leave must be approved at least twenty-four (24) hours in advance of the time it is taken unless specified otherwise by the department director in order to accommodate the particular staffing needs of their departments.

### **5.2 Vacation Leave Accrual Rates**

<b>Years of Continuous Service</b>	<b>Regular Work Week</b>	<b>Accrual Rate per Bi-Weekly Pay Period</b>	<b>Maximum Accrual per Year</b>
0 to 4 years	40 hours	3.85 hours	100 hours
5 to 9 years	40 hours	4.62 hours	120 hours
10 to 14 years	40 hours	5.54 hours	144 hours
15 years & more	40 hours	6.16 hours	160 hours

## 6. SICK/ ILLNESS LEAVE

### **6.1 Sick Leave**

1 6.1.1 Employees working a forty (40) hour workweek shall accrue sick  
2 leave at the rate of 3.70 hours biweekly up to a maximum of 1,200 hours.  
3 No sick leave may be granted before it is accrued.  
4

5 6.1.2 In the event an employee exhausts their paid sick leave during a  
6 pay period the accruals must be prorated based on the number of paid  
7 hours during the pay period.  
8

9 6.1.3 Provided the employee has an accrued sick leave balance, sick  
10 leave may be granted for absence from duty because of personal illness,  
11 illness of a spouse, domestic partner, son, daughter, or parent as these  
12 terms are defined in Section 401.11, L. of the Personnel Rules and  
13 Regulations. Personal illness is defined to include scheduled doctor's  
14 appointments for health examination, evaluation and/or treatment.  
15 Doctor's appointments may require documentation. Hours worked in  
16 addition to the regularly scheduled workweek will not entitle the employee  
17 to additional sick leave benefits.  
18

19 6.1.4 Part-time employees working twenty (20) hours or more per  
20 workweek will receive sick leave on a prorated basis. Employees  
21 categorized as temporary, seasonal, student or part time working less  
22 than twenty (20) hours per week are not eligible for sick leave.  
23

24 6.1.5 Certification of Sick Leave: Employees absent from work where  
25 such absence is chargeable to sick leave, may be required to provide their  
26 supervisor with a doctor's statement certifying the absence from work was  
27 due to illness or injury and the employee is now able to perform the  
28 essential functions of the job. Any employee taking sick leave shall, upon  
29 returning to work, complete a Request for Leave form, indicating the type  
30 of sick leave claimed and the dates of absence.  
31

32 6.1.5.1 Employees who make a false claim for sick leave, sign a  
33 certificate/statement containing a false statement, refuse to be  
34 examined by a doctor selected by the Employer, or fails to  
35 cooperate in any investigation by the Employer of their claim for  
36 sick leave shall not be entitled to any leave with pay for the time in  
37 dispute. Such actions are considered just cause for disciplinary  
38 action up to and including termination.  
39

40 6.1.6 Sick Leave Clearance: Employees returning after five (5) or more  
41 consecutive workdays of sick leave must submit to the Human Resources  
42 Department a release from their personal physician. The Human  
43 Resources Department will then refer the employee to the Employer Clinic  
44 for a return to work clearance and certification that the employee is able to  
45 perform the essential functions of the job. However, nothing will prohibit a  
46 supervisor from requesting a sick leave clearance from employees

1 returning for a period of less than five (5) consecutive workdays of sick  
2 leave.

## 3 4 **6.2 Sick Leave Conversion**

5  
6 6.2.1 The maximum sick leave accumulation for classified employees will  
7 be 1,200 hours for a forty (40) hours workweek or a prorated amount for a  
8 regular workweek other than forty (40) hours unless otherwise specified by  
9 this Agreement.

10  
11 6.2.2 Employees who have reached the specified accumulation levels  
12 listed below may exercise one of the available options. The option to  
13 convert sick leave will be offered only in November of each year.  
14 Employees electing to not convert sick leave will continue to accrue sick  
15 leave up to the maximum of 1200 hours.

16  
17 6.2.3 The following conversion formula will be used to convert  
18 accumulated sick leave unless otherwise specified in a collective  
19 bargaining agreement:

20  
21 6.2.3.1 Sick leave accumulation over 500 hours may be converted  
22 at:

23 6.2.3.1.1 Three (3) hours of sick leave to one (1) hour of  
24 vacation, or

25  
26 6.2.3.1.2 Three (3) hours of sick leave to one (1) hour cash  
27 payment.

28  
29 6.2.3.2 Sick leave accumulation over 850 hours may be converted  
30 at:

31 6.2.3.2.1 Two (2) hours of sick leave to one (1) hour of  
32 vacation, or

33  
34 6.2.3.2.2 Two (2) hours of sick leave to one (1) hour cash  
35 payment.

36  
37 6.2.3.3 Sick leave accumulation over 1,200 hours must be converted  
38 at:

39 6.2.3.3.1 Three (3) hours of sick leave to two (2) hours of  
40 vacation, or

41  
42 6.2.3.3.2 Three (3) hours of sick leave to two (2) hours cash  
43 payment.

44  
45 6.2.4 Sick Leave Conversion at Retirement  
46

1 6.2.4.1 An employee may convert 100% of accumulated sick  
2 leave to be applied to early retirement leave immediately prior to  
3 the effective date of retirement. Refer to Section 403.10 of the  
4 Personnel Rules and Regulations.  
5

6 6.2.4.2 Employees may convert 100% of both sick and vacation  
7 leave accumulation to cash payment at the time of retirement.  
8

9 6.2.5 Sick Leave Conversion at Termination  
10

11 6.2.5.1 An employee who has an accumulation of sick leave of  
12 between 500 hours and the maximum accrual will, upon termination  
13 of employment, be allowed to convert accumulated sick leave in  
14 excess of 500 hours on the basis of three (3) hours of sick leave to  
15 one (1) hour of cash payment. This applies regardless of the option  
16 the employee selects in November of each year.  
17

18 6.2.5.2 This benefit does not apply to employees terminated for  
19 cause. Employees terminated for cause will not be allowed to  
20 convert their accrued sick leave to cash payment.  
21  
22

1     **6.3     Sick Leave Death Benefit**

2  
3         6.3.1   Upon the death of a City employee, the City will pay cash to the  
4         designated beneficiary (as identified in the City's life insurance policy) for  
5         sick leave accrued by the employee. The employee must be in an  
6         employment status that authorizes the accrual of sick leave benefits.  
7

8     **6.4     Donation of Sick/ Vacation Leave**

9  
10       6.4.1   Donation of sick/vacation leave is designed to assist employees  
11       with a minimum of two (2) years continuous service who have exhausted  
12       all accrued leave and who have no other paid leave options available.  
13       This leave may be granted only in the event of a long-term catastrophic or  
14       life-threatening illness or injury to the employee, the employee's spouse,  
15       domestic partner, child or parent. Only an employee whose exceptional  
16       performance has been established shall be eligible to request leave  
17       donations under this program.  
18

19       6.4.2   Eligibility for Donated Leave: Employees with a minimum of two (2)  
20       years service are eligible to request donated leave. To request donated  
21       leave, an employee must have exhausted all accrued leave and have no  
22       other paid leave options available.  
23

24       6.4.3   Leave donations will be granted only in case of a long-term  
25       catastrophic or life threatening illness or injury to the employee, the  
26       employee's spouse, domestic partner, child or parent. Employees must  
27       demonstrate exceptional performance.  
28

29       6.4.4   An employee must not have received donated leave, injury time or  
30       hardship leave in the twelve (12) months preceding the request.  
31

32       6.4.5   A joint Sick Leave Donation Task Force composed of two (2) Union  
33       appointees and two (2) City employees appointed by the Employer shall  
34       review requests and submit decisions to the Employer's Human  
35       Resources Director for implementation.  
36

37       6.4.6   Procedure for Donated Leave:

38  
39           6.4.6.1   An eligible employee may request a donation of leave by  
40           submitting an application to the department director which shall  
41           include the following:  
42

43                   6.4.6.1.1   The name, Social Security number and rate of pay  
44                   of the proposed leave recipient;  
45

1 6.4.6.1.2 A description of the long-term catastrophic or life  
2 threatening illness which has prompted the request for  
3 donation of sick/vacation leave to include a medical  
4 statement including the diagnosis, prognosis, required  
5 treatment and anticipated return to work date;

6  
7 6.4.6.1.3 The anticipated amount of donated leave the  
8 recipient will require; and  
9

10 6.4.6.1.4 Any other information, which may be required by  
11 the department director or the Task Force to make a  
12 determination regarding the request.  
13

14 6.4.6.2 The department director will review the request and  
15 determine whether the requesting employee meets the eligibility  
16 criteria. The department director will submit the application for  
17 leave donation to the Task Force for approval.  
18

19 6.4.6.3 The Task Force will review the request and ensure the  
20 request is supported with a medical determination regarding the  
21 long-term catastrophic or life-threatening situation. If approved,  
22 leave donations will first be solicited for a period of two (2) weeks  
23 within the department of the affected employee.  
24

25 6.4.6.4 If insufficient leave is donated within the employee's  
26 department, the department director and/or the Task Force will  
27 request the Human Resources Department recommend to the  
28 Chief Administrative Officer that donations be solicited citywide. If  
29 approved by the Chief Administrative Officer, leave donations may  
30 be solicited from other departments for a period of two (2) weeks.  
31

32 6.4.6.5 The department director will coordinate, with the Payroll  
33 Section of the Department of Finance and Administrative Services,  
34 the transfer of donated hours provided that employees donating  
35 vacation have a sufficient number of accrued hours at the time of  
36 transfer. Donated sick leave will be converted in accordance with  
37 the sick leave conversion formula provided for in Section 401.4 C of  
38 the regulations before transferring hours to the recipient.  
39

#### 40 6.4.7 Conditions of Donated Leave 41

42 6.4.7.1 Donated leave will be converted to a dollar value and then  
43 converted to hours based on the recipient's hourly rate.  
44

1 6.4.7.2 Donated leave must be charged to FMLA leave if the  
2 recipient has not exhausted the twelve (12) weeks FMLA  
3 entitlement.  
4

5 6.4.7.3 Donated leave may be requested only one (1) time during  
6 a twelve (12) month period.  
7

8 6.4.7.4 Recipients of donated leave are responsible for notifying  
9 their department director and the Employer Payroll Section of any  
10 change in status requiring the termination of donated leave status.  
11

12 6.4.7.5 The leave recipient will not accrue vacation or sick leave  
13 while on donated leave status.  
14

15 6.4.7.6 No new enrollments or increases will be allowed to a  
16 deferred compensation account while an employee is on donated  
17 leave.  
18

19 6.4.7.7 Once an employee returns to work from donated leave,  
20 either full time or part-time, all remaining donated hours will be  
21 reinstated to the donating employee(s) on a pro-rated basis.  
22

23 6.4.7.8 Departments are responsible for ensuring that all relevant  
24 auditing and accounting procedures are followed.  
25

26 6.4.7.9 Provisions regarding the confidentiality of medical records  
27 and information shall govern. Posted solicitation for donated leave  
28 will ensure the privacy of medical information. Disclosure of such  
29 information may be made only with the express written consent of  
30 the affected employee.  
31

32 6.4.7.10 Donated leave will not be granted as an extension of  
33 leave without pay of more than two (2) weeks, injury time or  
34 hardship leave. Donation of sick/vacation leave is strictly voluntary.  
35 Denial of a request to solicit donated leave may not be grieved.  
36

## 37 **6.5 Bereavement Leave** 38

39 6.5.1 A maximum of three (3) days sick leave may be used in case of  
40 death in the employee, spouse, or domestic partner's immediate family.  
41 An additional day may be granted for every 500 miles travel one-way from  
42 Albuquerque required to attend funeral services. Leave will be charged to  
43 sick emergency and proof of death may be required. For purposes of this  
44 section immediate family is defined as spouse, child, stepchild, parent,  
45 stepparent, mother-in-law, father-in-law, brother, sister, grandparent,  
46 grandchild or any individual for whom the employee is a court appointed

1 legal guardian. It also includes a domestic partner and the child,  
2 stepchild, parent, stepparent, brother, sister, grandparent or grandchild of  
3 the domestic partner.  
4

## 5 **6.6 Family and Medical Leave Act (FMLA)**

6

7 6.6.1 Family and medical leave (FMLA) shall follow the provisions of the  
8 City Personnel Rules and Regulations.  
9

## 10 **7. RECOGNIZED HOLIDAYS**

11

### 12 **7.1 Paid Holidays**

13

14 7.1.1 Employees shall be granted ten (10) paid holidays each year. The  
15 Chief Administrative Officer shall announce annually the paid holidays for  
16 employees. An employee must be in a paid status for the full workday  
17 immediately before and full workday immediately after the holiday in order  
18 to be paid for the holiday.  
19

20 7.1.2 With the written approval of the department director or designee, an  
21 employee shall be allowed to take a paid holiday as a floating paid holiday  
22 within one (1) calendar year after the holiday.  
23

24 7.1.3 If a paid holiday falls on a Saturday or an employee's first day off,  
25 the paid holiday will be observed on the previous Friday or the previous  
26 workday. If a paid holiday falls on a Sunday or an employee's last day off,  
27 the paid holiday will be observed on the last workday or the next workday  
28 as determined by the employee's immediate supervisor after consulting  
29 with the employee.  
30

### 31 **7.2 Holiday Pay**

32

33 7.2.1 Non-exempt employees who are required to work on an observed  
34 holiday shall be compensated at the rate of 2-1/2 times their hourly rate  
35 including any pay differential.  
36

37 7.2.1.1 An exempt employee shall only be required to work on a  
38 designated holiday if the employee's supervisor determines that the  
39 employee's work on the holiday is a work necessity.  
40

## 41 **8. MILITARY LEAVE**

42

### 43 **8.1 Members of Organized Reserve Units**

44

45 8.1.1 Military Leave of Absence: Employees who are members of the  
46 National Guard, Air National Guard or any organized reserve unit of the



1 Armed Forces of the United States, including the Public Health Services,  
2 are granted:

3  
4 8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid  
5 military leave per calendar year. This leave, while normally used for  
6 annual training purposes, may also be used for pre-deployment training or  
7 active duty service and or

8  
9 8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work  
10 days of paid military leave per calendar year if the employee is mobilized  
11 to active duty by the President of the United States in support of  
12 operations overseas, in defense of our nation, or in response to national  
13 disasters, or in response to an emergency declared by the Governor of  
14 New Mexico. This additional leave may be used for pre-deployment  
15 training or active duty service.

16  
17 8.1.2 The maximum paid military leave is 240 hours per calendar year for  
18 employees, who are members of organized reserve units, regardless of  
19 the purpose for which that paid military leave is used.

20  
21 8.1.3 Employees whose military commitment requires leave time in  
22 excess of that granted above may elect to: (1) be placed into unpaid  
23 military leave of absence status; or (2) to use accrued vacation leave, in  
24 whole or in part, during their period of military leave. When an employee  
25 has used all available paid military leave and paid vacation leave, that  
26 employee will be placed into unpaid military leave of absence status for  
27 the balance of their military leave period.

## 28 29 **8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status:**

30  
31 8.2.1 Employees mobilized to active duty by the President of the United  
32 States on or after September 12, 2001 in support of operations overseas,  
33 in defense of our nation, or in response to national disasters will continue  
34 to accrue vacation and sick leave at the same accrual rate as if the  
35 employee was not on active military duty during all periods of active  
36 military duty, regardless of whether the military leave of absence is paid or  
37 unpaid.

38  
39 8.2.2 This accrual shall continue while the employee is in active military  
40 duty status and until the employee returns to City employment, or until the  
41 employee notifies the City of their resignation from City employment or  
42 their intention not to return to City employment at the end of their active  
43 military duty, whichever date is earlier.

44  
45 8.2.3 Any vacation or sick leave accrual allowed to an employee in  
46 active military duty status between September 12, 2001 and October 1,

2004 may not be converted to cash upon the completion of that person's City employment.

### **8.3 Health Insurance Benefits While in Military Active Duty Status:**

8.3.1 For employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters, the City shall continue to pay the employer portion of health insurance premiums for that employee to the same extent as if that employee were not on active military duty status.

8.3.2 The employee in active military duty status must continue to timely make payment of the employee portion of health insurance premiums to the same extent as if that employee were not on active military duty status. Failure to do so will result in termination of health insurance coverage. It is the obligation of the employee on active military duty status to notify the Benefits Division of the Human Services Department how the payments will be made.

8.3.3 Provided the employee is and remains current on all required employee contributions to health insurance premiums, the City shall continue to pay the employer portion of health insurance premiums while the employee is in active military duty status and until the employee returns to City employment, or until the employee notifies the City of their resignation from City employment or their intention not to return to City employment at the end of their active military duty, whichever date is earlier

### **8.4 Members of Unorganized Reserve Units**

8.4.1 Employees who are members of unorganized reserve components, as sanctioned by the State of New Mexico, or the Federal government, are granted:

8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave is for the purpose of attending organized courses of instruction or training; and or

8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency declared by the Governor of New Mexico. This leave may be used only for active duty service.

1  
2 8.4.2 The maximum paid military leave is 240 hours per calendar year  
3 for employees who are members of unorganized reserve units, regardless  
4 of the purpose for which that paid military leave is used.  
5

6 8.4.3 Employees whose military commitment requires leave time in  
7 excess of that granted above may elect to: (1) be placed into unpaid  
8 military leave of absence status; or (2) to use accrued vacation leave, in  
9 whole or in part, during their period of military leave. When an employee  
10 has used all available paid military leave and paid vacation leave, that  
11 employee will be placed into unpaid military leave of absence status for  
12 the balance of their military leave period.  
13

## 14 **8.5 General Provisions**

15

16 8.5.1 In no case shall the hours of paid military leave in a calendar year  
17 exceed the maximum number of hours provided above, even though the  
18 maximum number of hours is calculated by reference to "work days".  
19

20 8.5.2 All military leave pay is paid at the employee's straight-time rate of  
21 pay.  
22

23 8.5.3 Employees working on a part-time basis will be granted paid  
24 military leave on a prorated basis.  
25

## 26 **8.6 Transition Provision**

27

28 8.6.1 Any employee who has received paid military leave prior to  
29 October 1, 2007 in excess of the maximum amount allowable in any  
30 calendar year under the terms of this Agreement shall not be required to  
31 reimburse the City for the excess.  
32

## 33 **9. OTHER LEAVE WITH PAY**

34

### 35 **9.1 Requests for Paid Leave**

36

37 9.1.1 Requests for paid leave will be submitted for approval on the  
38 Request for Leave of Absence Form. Requests shall include any  
39 necessary documentation. If an employee is absent from duty without prior  
40 authorization, the employee shall notify the employee's immediate  
41 supervisor and explain the circumstances of the absence no later than one  
42 (1) hour after the regularly scheduled time to report to duty or as required  
43 by the department. The proper forms shall be completed as soon as  
44 possible upon return to work.  
45  
46

## **9.2 Birthday Leave**

9.2.1 Leave with pay for an employee's birthday is authorized for any employee who is in a pay status. The number of hours of authorized birthday leave will be based on the employee's current approved work schedule at the time the employee takes the leave. If the employee's birthday falls on a normal day off, or at the employee's discretion, the employee may request an alternate day off. This alternate day must be approved at least twenty-four (24) hours in advance and must be taken within one (1) calendar year after the actual birthday. Employees categorized as temporary, seasonal, student or part time working less than twenty (20) hours per week are not eligible for birthday leave.

## **9.3 Blood Donation Leave**

9.3.1 An employee donating blood during an organized Employer sponsored blood drive will receive two (2) hours leave with pay for donating blood. Employees shall be required to obtain prior approval of their immediate supervisors for the leave through the submittal of a Request for Leave of Absence form accompanied by the donation certificate.

## **9.4 Managerial Leave**

9.4.1 Employees who are exempt under FLSA shall be required to perform certain functions regardless how many hours are required to complete assigned tasks. Departments shall use flexible work schedules, when appropriate, to assist these employees. However, unusual circumstances may occur when an extra demand is placed on an employee that requires work involving a substantial number of hours that cannot be accommodated through flexible work schedules.

9.4.2 When these unusual circumstances occur, a FLSA exempt employee who is required to perform this work in addition to or outside the employee's regular work schedule shall be eligible for paid managerial leave if approved by the department director. Regularly scheduled meetings or assignments outside of the regular workday shall be considered as justification for managerial leave.

9.4.3 Managerial leave must be used within one (1) calendar year of the award or the balance will be dropped from the employee's leave record.

9.4.4 Each City Department shall prepare a Managerial Leave Policy for exempt employees and submit the policy to the City's Chief Administrative Officer (CAO) for approval. Upon request, Union stewards in each department shall be permitted to consult with the department director or

1 the director's designee concerning the contents of the policy prior to  
2 submission of the policy by the department to the CAO. The City's Human  
3 Resources Department shall assist the departments in the development of  
4 the policies.  
5

## 6 **9.5 Administrative Leave**

7

8 9.5.1 Chief Administrative Officer approval must be obtained prior to  
9 placing an employee on administrative leave.  
10

11 9.5.2 Administrative leave with pay may be authorized for a loaned  
12 executive. A written request for a loaned executive must be submitted to  
13 the Chief Administrative Officer, which includes the period of time, direct  
14 benefit to the Employer, and the specialty or expertise requested. The  
15 Employer will negotiate the terms and conditions of the loaned executive  
16 including salaries, benefits and operating expenses.  
17

18 9.5.3 Requests for a loaned executive will be for a period not to exceed  
19 six (6) months, however the Chief Administrative Officer may extend the  
20 term under exceptional circumstances. The loaned executive will prepare  
21 and submit a report of accomplishment to the Chief Administrative Officer  
22 and department director upon completion of the assignment.  
23

24 9.5.4 Administrative leave with pay may be authorized by the Chief  
25 Administrative Officer for services or activities of employees outside the  
26 scope of their employment, which can reasonably be anticipated, directly  
27 or indirectly, to benefit the Employer. Such leave will not exceed eighty  
28 (80) hours.  
29

30 9.5.5 An employee may be placed in administrative leave status during  
31 the period of an investigation. Such leave may be given with or without  
32 pay for good and sufficient reason that the Chief Administrative Officer  
33 considers to be in the best interest of the Employer's service.  
34 Administrative leave during an investigation shall be limited to thirty (30)  
35 workdays. Administrative leave in excess of fifteen (15) workdays shall  
36 require approval by a committee composed of the Director of the Human  
37 Resources Department, the Director of the Office of Employee Relations  
38 and the City Attorney or their designees. During this period of time, the  
39 Chief Administrative Officer may assign the employee duties and  
40 responsibilities that are of benefit to the Employer.  
41

## 42 **9.6 Hardship Leave**

43

44 9.6.1 Department directors shall submit requests for hardship leave to  
45 the Human Resources Department on behalf of their employees. The  
46 Director of Human Resources will forward the request to the Chief

Administrative Officer with a recommendation regarding approval. Leave with pay may be granted for a period not to exceed six (6) calendar months to classified and unclassified employees having at least five (5) years of continuous service and twelve (12) calendar months to classified and unclassified employees having at least ten (10) years continuous service upon demonstration of extreme hardship due to a life threatening personal injury or sickness of the employee. Part-time employees working twenty (20) hours or more will receive benefits on a prorated basis. Employees on hardship leave status will not accrue sick and vacation leave.

9.6.2 This leave may be granted only after all other paid leave has been exhausted and only if the employee is not eligible for disability or retirement benefits under PERA or Social Security. The employee must provide written documentation from PERA or the Social Security Administration documenting the denial of benefits. Hardship leave must be reported as FMLA unless the twelve (12) week entitlement has already been exhausted. The period of hardship leave ends when the employee returns to work either full time or part-time. Any additional requests for hardship leave must be submitted as a new request. Hardship leave may not be granted as an extension of donated leave. Only an employee whose exceptional performance has been certified by the department director is eligible for this leave.

9.6.3 Denial of a request for hardship leave may not be grieved.

## **9.7 Jury Duty**

9.7.1 Employees who are called to serve on jury duty during normal work hours shall be paid at their regular pay for the time served as a juror. Employees shall reimburse the Employer for all compensation received for such service performed during normal work hours. Employees are responsible for notifying their supervisor of jury duty as soon as possible. Supervisors should adjust the employee's work schedule to Monday through Friday, 8:00 am to 5:00 pm, to accommodate the required jury duty.

## **9.8 Physical Examinations**

9.8.1 Each employee may utilize one-half (1/2) day paid leave during the FY-09 for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid leave. Medical documentation by the employee will be required.

1     **9.9     Leave to Vote**

2  
3         9.9.1 Employees will be granted leave to vote in accordance with New  
4 Mexico law. Department directors should schedule time taken to vote so  
5 that offices remain open during normal working hours and the work of the  
6 department is affected as little as possible. Departments will not grant time  
7 off with pay to any employee whose normal workday begins more than  
8 two (2) hours after the opening of the polls, or ends more than three (3)  
9 hours prior to the closing of the polls. Time taken off for voting can be  
10 used for no other purpose.

11  
12         9.9.2 Department directors must grant this time off for voting if requested  
13 by employees registered to vote. Proof of registration and eligibility may  
14 be required.

15  
16         9.9.3 Abuse of this time is considered just cause for disciplinary action up  
17 to and including termination.

18  
19     **9.10    Definition for Leaves of Absence**

20  
21         9.10.1 For the purposes of this Article, workday is defined as an eight (8)  
22 hour day for those employees whose normal weekly work schedule  
23 consists of five (5) eight (8) hour days or a ten (10) hour day for those  
24 employees whose normal weekly work schedule consists of four (4) ten  
25 (10) hour days. In the case of conflict with language from the Employer's  
26 Personnel Rules and Regulations regarding this provision, the language of  
27 this subsection will govern.

28  
29     **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

30  
31     **10.1    Absence Without Authorized Leave**

32  
33         10.1.1 An employee who is absent from work without prior approval of  
34 the supervisor will be considered absent without authorized leave. Such  
35 leave will be subject to disciplinary action up to and including termination.

36  
37     **10.2    Leave Without Pay**

38  
39         10.2.1 An employee may be granted leave without pay under certain  
40 conditions. Requests for leave without pay of up to two (2) calendar  
41 weeks may be approved by the department director. The Chief  
42 Administrative Officer must approve requests for more than two (2)  
43 calendar weeks but not exceeding twelve (12) months.

44  
45         10.2.2 Employee may be granted leave without pay due to sickness or  
46 disability when certified by a qualified doctor of medicine, to attend school

1 when it is clearly demonstrated the subject matter is directly job related,  
2 for additional vacation time or for good and sufficient reason which the  
3 Chief Administrative Officer considers to be in the best interest of the City.  
4

5 10.2.3 Except under unusual circumstances, voluntary separation to  
6 accept employment outside the City service shall be considered  
7 insufficient reason for granting leave without pay. Employees may not be  
8 granted leave without pay as an extension of physical layoff.  
9

10 10.2.4 Employees must exhaust all accrued vacation and other paid  
11 leave, with the exception of sick leave prior to receiving approval for leave  
12 without pay. If the request for leave without pay is related to a health or  
13 medical condition then all accrued sick leave must also be exhausted prior  
14 to receiving approval for leave without pay.  
15

16 10.2.5 Positions will not be held open for employees that are granted  
17 leave without pay for more than thirty (30) days. It will be the employee's  
18 responsibility to contact the Human Resources Department no later than  
19 thirty (30) days prior to the end of the leave without pay period in order to  
20 allow sufficient time to locate an equal or lesser position, if possible.  
21

22 10.2.6 The Human Resources Department will attempt to locate a  
23 position of equal or lesser grade or comparable pay to the employee's  
24 previous position.  
25

26 10.2.7 Employees on leave without pay for eight (8) hours or more per  
27 pay period will not accrue sick or vacation leave or any other benefits.  
28 Employees must directly pay full contributory benefits when in an unpaid  
29 status for one (1) full pay period. Leave without pay will not count as  
30 service credit for PERA retirement purposes.  
31

32 10.2.8 Leave without pay granted to a probationary employee is limited  
33 to sixty (60) calendar days and will result in the extension of the  
34 probationary period for an equal period.  
35

36 10.2.9 An employee who fails to contact the Human Resources  
37 Department no later than thirty (30) days prior to the end of the leave  
38 without pay period or who refuses to accept an offer of placement into a  
39 position of equal pay or comparable grade will be terminated.  
40

### 41 **10.3 Leave of Absence**

42

43 10.3.1 Employees may be granted an unpaid leave of absence of up to  
44 six (6) months under certain conditions. To be eligible for this benefit, an  
45 employee must have twelve (12) months of continuous uninterrupted  
46 active employment immediately prior to the effective date of the leave of



1 absence. A leave of absence under this section will not be granted for  
2 FMLA qualifying absences. The Chief Administrative Officer must approve  
3 requests for a leave of absence for thirty (30) calendar days or more but  
4 not exceeding six (6) months. The position of an employee on an  
5 approved leave of absence will be held for the employee until the  
6 employee's return to work. Vacation and sick leave balances will be held  
7 for the employee and will not be cashed out before or during the leave of  
8 absence. Employees will not accrue additional sick leave or vacation  
9 leave, or any other benefits while on a leave of absence. Employees must  
10 pay contributory benefits directly when in an unpaid status. Employees  
11 may not withdraw PERA contributions while on a leave of absence.  
12

13 10.3.2 A leave of absence will only be granted if the department director  
14 certifies the department can continue to provide the required services  
15 during the employee's absence. Vacation, sick, donated leave or hardship  
16 leave may not be used to extend a leave of absence.  
17

18 10.3.3 Failure to return to work after an approved leave of absence will  
19 result in termination. A Leave of Absence will not count as service credit  
20 for PERA retirement purposes. Employees categorized as temporary,  
21 seasonal, student or part-time employees working less than twenty (20)  
22 hours per week are not eligible for a leave of absence.  
23

## 24 **11. WORK WEEK**

### 25 **11.1 FLSA Non-Exempt Employees**

26 11.1.1 An FLSA non-exempt employee shall have a workweek of forty  
27 (40) hours per week, eight (8) hours or ten (10) hours per day.  
28

### 29 **11.2 FLSA Exempt Employees**

30 11.2.1 Although a FLSA exempt employee may have a regularly  
31 scheduled forty (40) hour workweek, a FLSA exempt employee shall not  
32 have any entitlement to additional compensation or paid leave other than  
33 those set forth in this Agreement.  
34

### 35 **11.3 Other Work Week Provisions**

36 11.3.1 An employee's daily work shift shall not be split into two (2) or  
37 more segments. An employee who experiences a permanent change in  
38 the employee's work hours shall receive a fourteen (14) day notice of the  
39 change. However, this requirement shall not apply if the employee's  
40 department experiences an emergency. For the purposes of this  
41 provision, an "emergency" shall be defined as an unforeseen event  
42 beyond the control of the City.  
43  
44  
45  
46

## 12. WORK HOURS

### **12.1 Flex Time**

12.1.1 An employee may submit a request for a flex work schedule to the employee's immediate supervisor. The request shall be in writing and shall indicate the schedule requested.

12.1.2 The request shall be subject to approval by the employee's immediate supervisor. The immediate supervisor's decision to approve or deny the request shall be based on the business needs of the operations as well as the employee's needs. If multiple employees within the same work unit request flex-time schedules, the criteria set forth herein shall be used by the immediate supervisor to determine whether or not to approve any or all of the requests. Where all other factors are equal, the determining factor shall be class seniority within the work unit or within division where sections do not exist.

12.1.3 The immediate supervisor shall respond to flex-time schedule requests with an explanation in a timely manner.

12.1.4 Flex schedules for employees who are eligible for overtime pay shall not exceed forty (40) hours during a workweek.

12.1.5 Flex-time schedules in existence at the time this Agreement is executed shall be considered in accordance with the provisions set forth herein.

### **12.2 Stand-By Time**

12.2.1 The Employer's current policies on standby time compensation shall continue in effect for M-Series bargaining unit employees to whom the policies apply.

## 13. WORK ASSIGNMENTS

### **13.1 Working Outside Classification**

13.1.1 Under normal circumstances, an employee will not be required to perform duties outside the employee's classification as a regular assignment. However, in unusual or extenuating circumstances, an employee may be required to assume responsibilities outside the employee's classification in order to assist employees who are not members of the M-Series bargaining unit.

## **13.2 Light Duty/ Modified Work Assignments**

13.2.1 Light duty/modified work assignments are provided for employees who have suffered on-the-job injuries or illness.

13.2.2 If an employee suffers a work-related injury or illness and the Employee Health Clinic determines that the employee is unable to perform all of the essential functions of the employee's job due to the employee's work-related injury or illness, the employee shall participate in the light duty/modified work program as directed by the Risk Management and Human Resources Directors or designees.

13.2.3 Any modified/light duty work assignments will comply with applicable federal, state and local laws and regulations, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act and the State of New Mexico Workers' Compensation Act.

13.2.4 An employee who returns to work on light/modified duty assignment shall be paid no less than the employee's last salary.

## **14. SENIORITY**

### **14.1 Seniority Determination**

14.1.1 City seniority shall be the length of continuous uninterrupted service with the Employer. If an employee is re-hired by the Employer after the employee has been separated from the employer due to resignation or termination for more than thirty (30) days, the employee's official personnel record will reflect a re-hire/adjustment hire date for seniority purposes.

14.1.2 Class seniority shall be based on the effective date an employee is placed in the employee's current classification. Class seniority shall be broken by reassignment to another classification.

14.1.3 Department seniority shall be the length of continuous uninterrupted service an employee has in the employee's current department. Department seniority shall be broken by reassignment to another department.

14.1.4 Division seniority shall be the length of continuous uninterrupted service an employee has in the employee's current division. Division seniority shall be broken by reassignment to another Division.

1 14.1.5 Section seniority shall be the length of continuous uninterrupted  
2 service an employee has in the employee's current section. Section  
3 seniority shall be broken by reassignment to another section.  
4

5 14.1.6 When two (2) or more employees have the same seniority  
6 dates for determining job rights, the tie shall be broken by the affected  
7 employees drawing lots. The process used to break a tie will be used each  
8 time a tie needs to be broken.  
9

## 10 15. BIDDING and VACANCIES

11

### 12 **15.1 Shift Bidding**

13

14 15.1.1 The department directors or the Employee Relations Director  
15 shall determine whether employees shall be eligible to bid for available  
16 shifts. Upon request from the Union steward, the director, the director's  
17 designee or the Employee Relations Director shall meet with the Union  
18 steward to discuss the feasibility of shift bidding. The director, designee, or  
19 the Employee Relations Director shall notify the Union steward which  
20 assignments, if any, will be eligible for shift bidding. The director or the  
21 Employee Relations Director may make the exclusions if the director or  
22 Employee Relations Director determines that the operational needs and  
23 objectives of the department do not justify shift bidding. If the director or  
24 the Employee Relations Director authorizes a bid to take place, the  
25 director or the Employee Relations Director shall have the right to  
26 temporarily or permanently reassign an employee to a shift other than the  
27 shift to which the employee bid if the director determines that a justifiable  
28 reason(s) exists for denying the shift. The director or Employee Relations  
29 Director shall also be authorized to identify the specific operational units, if  
30 any, that would be eligible for shift bidding. The decisions on these  
31 matters shall not be subject to the Agreement's Grievance Procedure. At  
32 the Union's request, however, the Union Employer Committee (UEC) shall  
33 review the decision and shall be authorized to modify the decision. The  
34 UEC shall meet and operate in accordance with the provisions set forth in  
35 Section 8 of this Agreement.  
36

37 15.1.2 The Union and the City's Employee Relations Director may  
38 agree on other shift bid issues through memoranda of understanding.  
39

40 15.1.3 If the director or the Employee Relations Director approves a  
41 shift bid, the seniority definition used for a bid will be continuous  
42 permanent full-time departmental service within the classification and  
43 operational unit affected by the bid. The Union, department director and  
44 the Employee Relations Officer may, through the execution of a  
45 memorandum of agreement, agree to an alternative definition for a  
46 specific classification or operational unit. The Union may conduct an

1 advisory referendum among the affected the employees on the definition  
2 issue.

3  
4 15.1.4 An employee may exchange a shift with another employee on a  
5 one-time basis provided the employee's seniority dates, do not exceed  
6 twenty-four (24) months and the employees' supervisor does not deny the  
7 exchange on the basis of departmental, division productivity.

8  
9 15.1.5 Department directors shall use the following parameters when  
10 they consider requests to conduct shift bids:

11  
12 15.1.5.1 The department director shall identify assignments that  
13 need to be excluded from the bidding process and notify the Union  
14 steward of the exclusion(s). The exclusion(s) may be made if the  
15 department director determines in good faith that the assignment  
16 requires a specific job skill, license and/or experience that warrant  
17 exclusion of the assignment from the bid process. The department  
18 director shall have the right to temporarily or permanently reassign  
19 an employee to a shift other than the one bid when justifiable cause  
20 such as the efficiency of the City service exists.

21  
22 15.1.5.2 The department director or the Employee Relations  
23 Director shall identify specific employees who would fill these  
24 "blocked" positions and would not participate in the bid process.

25  
26 15.1.5.3 After consultation with the Union steward, the  
27 department director shall identify the specific operational areas that  
28 will have separate bids (e.g., Sun Van, Transit and Maintenance in  
29 the Transit Department).

30  
31 15.1.5.4 Each year the employees will vote to determine which  
32 seniority definition will be used to govern the bidding process

33  
34 15.1.6 The bidding may take place at any time but normally once a year.

35  
36 15.1.7 Shift bid memoranda of understanding (MOU) reached at the  
37 division or department level shall be considered tentative subject to review  
38 and approval of the UEC. Approved MOUs reached prior to the execution  
39 of this agreement shall continue in full force and effect for the duration of  
40 this Agreement.

41  
42 15.1.8 Departments or divisions that experience rotation scheduling shall  
43 not be eligible for shift bidding.

1 16. UNIFORMS, WORK DRESS

2  
3 **This article is intentionally left blank**

4  
5 17. OCCUPATIONAL HEALTH and SAFETY

6  
7 **17.1 Safe and Healthy Working Conditions**

8  
9 17.1.1 The Employer shall provide safe and healthy working conditions  
10 and practices.

11  
12 17.1.1.1 The Union-Employer Committee (UEC) shall be  
13 authorized to charter a health and safety sub-committee(s) as  
14 necessary to address issues of health and safety. The health and  
15 safety sub-committee(s) shall meet on the tasks needing to be  
16 accomplished. Employee members shall attend on paid status if the  
17 meeting(s) are held during the normal workday. All  
18 recommendations developed by health and safety sub-committees  
19 shall be referred to the UEC in a timely manner.

20  
21 17.1.1.2 An employee who witnesses or is the subject of  
22 prohibited behavior must report the observation or behavior to the  
23 employee's supervisor and the immediate supervisor shall initiate  
24 an investigation.

25  
26 **17.2 Emergency Transportation**

27  
28 17.2.1 An employee who suffers an on-the-job injury or illness and  
29 requires immediate emergency care shall be transported to a treatment  
30 facility at no expense to the employee.

31  
32 **17.3 Injury Time**

33  
34 17.3.1 In addition to other employee benefits, employees are eligible to  
35 receive injury time benefits subject to the limitations provided in this  
36 section.

37  
38 17.3.2 Employees who are injured or who suffer an occupational disease  
39 in the performance of their duties are eligible for injury time payments the  
40 day after the injury (which includes the seven (7) day waiting period  
41 required by the Workers Compensation Act) and under all of the following  
42 conditions:

43  
44 17.3.3 The employee is receiving Workers' Compensation wage loss  
45 (temporary total disability) benefits;  
46

1 17.3.4 The employee is receiving health care services (treatment) from  
2 the health care provider selected by the Employer;

3  
4 17.3.5 The health care provider selected by the City certifies the  
5 employee is unable to perform the essential functions of the job or that the  
6 employee can perform tasks within the Light Duty program; and  
7

8 17.3.6 The employee has been temporarily assigned to a light duty  
9 function as a result of sustaining a compensable job injury or illness.  
10

11 17.3.7 Injury time payments shall not be paid after the death of an  
12 employee.  
13

14 17.3.8 Payments to the employee will include the Workers Compensation  
15 wage loss benefit and the injury time payments provided by the City,  
16 which combined, may not exceed the employee's regular wages (gross  
17 less statutory deductions). Injury time shall be used only as a supplement  
18 payment to Workers' Compensation wage loss (temporary total disability)  
19 benefits or temporary light duty assignments.  
20

21 17.3.9 The Chief Administrative Officer may withhold injury time benefits  
22 to any employee for good and sufficient reason.  
23

24 17.3.10 Injury time benefits will be allowed for any on-the-job injury  
25 including, multiple injuries from the same accident, prior injury, recurrence  
26 or aggravation of an injury or occupational disease.  
27

28 17.3.11 Injury time benefits will be allowed for up to and including, but not  
29 to exceed 960 hours for the standard forty (40) hour workweek or 1,344  
30 hours for a fifty-six (56) hour workweek. Multiple injuries from the same  
31 accident will be subject to a maximum of 960 hours. Initial and  
32 subsequent injuries to the same body part or function will be subject to a  
33 maximum of 960 hours regardless of the number of subsequent events.  
34

35 17.3.12 A prior injury is any injury suffered by the employee as a result of  
36 a previous accident, illness or injury to one or more body parts.  
37

38 17.3.13 An employee shall be charged injury time on the basis of their  
39 current approved schedule for each workday. Such time including light  
40 duty shall not exceed the maximum hours in their regular workweek. If the  
41 employee has a regular workweek of other than forty (40) hours, or a  
42 regular workday of other than eight (8) hours, the injury time charged and  
43 the maximum hours of injury time shall be prorated.  
44

45 17.3.14 Upon exhaustion of injury time, sick leave may be used to  
46 supplement Workers' Compensation wage loss (temporary total disability)

benefits. If sick leave is used to supplement Workers' Compensation wage loss (temporary total disability) benefits, it shall be charged on the basis of the number of hours in their current approved schedule for each workday, not to exceed forty (40) hours in a workweek. If the employee's regular workweek is other than forty (40) hours the sick leave charge shall be prorated.

17.3.15 Upon the denial or exhaustion of injury time and the exhaustion of sick leave, all accrued vacation hours will be paid in a lump sum and the employee transferred to physical layoff.

17.3.16 If an employee has a disability as defined by the Americans with Disabilities Act (ADA), consideration will be given as to whether a reasonable accommodation can be made prior to transferring to physical layoff.

17.3.17 The receipt by the employee of injury time payments from the Employer shall operate as an assignment to the Employer against any amount collected through a settlement or court action by the employee against a third party causing the injury or disease. The City may proceed against a third party in its own name to collect reimbursement of injury time payments. The failure of any employee to cooperate with the Employer in any legal or other action is considered just cause for disciplinary action up to and including termination.

17.3.18 Employees on a temporary Light Duty assignment working twenty (20) hours or more per week will be eligible for sick and vacation accruals on a prorated basis.

17.3.19 Authorized absences for employees while on Light Duty will be charged to the appropriate leave category. Such absences will not be charged to Light Duty/Injury time.

17.3.20 Employees on injury time, excluding Light Duty, will not earn service credit towards retirement through PERA.

17.3.21 Injury time, excluding Light Duty, will be charged to FMLA.

17.3.22 Employees who are on injury time status for more than two full pay periods, excluding light duty assignments of twenty (20) hours or more per week, shall not accrue sick or vacation leave.

17.3.23 Employees categorized as temporary, seasonal, student or part-time working less than twenty (20) hours per workweek, are not eligible for injury time benefits.



1 17.3.24 A decision to withhold injury time payments to any employee may  
2 not be grieved.

## 3 4 18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION

### 5 6 **18.1 Training and Education**

7  
8 18.1.1 The Union shall be permitted to appoint one (1) representative to  
9 serve on the Employer's Training and Education Committee (TEC). The  
10 TEC serves as an advisory committee to the Employer's Director of  
11 Human Resources on all employee development matters, including  
12 recommending criteria of eligibility and tuition assistance under the  
13 Employer's Tuition Assistance program.

14  
15 18.1.2 Employees may access career counseling and guidance and  
16 educational leave and tuition assistance through procedures set forth in  
17 the Employer's Rules and Regulations.

### 18 19 **18.2 Educational Leave**

20  
21 18.2.1 If an employee is participating in a program leading towards a  
22 degree or certificate that is approved by the Training and Education  
23 Committee, the employee's department director may grant educational  
24 leave not to exceed four (4) hours per week for a full-time employee in  
25 accordance with the Employer's Rules and Regulations. Applications for  
26 this leave shall be submitted directly to the Educational leave and Tuition  
27 Assistance Program Coordinator. The Coordinator shall submit the  
28 application to the department director. If the director denies the request,  
29 the director shall submit written reasons for the rejection to the employee.

### 30 31 **18.3 Licenses and Certifications**

32  
33 18.3.1 Employees shall be responsible for obtaining licenses and  
34 certifications required for their job positions. The Employer shall reimburse  
35 employees the fees for renewals and classes required for maintenance of  
36 such licenses and certifications. The employee shall be responsible for  
37 ensuring that the employee meets all requirements of certification,  
38 including pertinent application and training credits. In-house training for  
39 employee licenses and certifications required for the employee's job shall  
40 be continued during the term of this Agreement in departments where the  
41 training currently exists.

42  
43 18.3.2 Employees who are required to maintain or renew a license or  
44 certification required for their job shall receive per diem and mileage in  
45 accordance with Employer travel regulations to attend certification exams  
46 unless an Employer vehicle is made available. Should such examination

1 take place during the employee's regular work hours, time required for  
2 testing and reasonable travel time to and from the site of the exam shall  
3 be considered hours worked.  
4

## 5 19. POSITION DESCRIPTIONS and SPECIFICATIONS

### 7 **19.1 Position Specifications**

9 19.1.1 Employee position specifications shall be placed on the Employer  
10 WEB site. Upon request of an employee or the Union, the Human  
11 Resources Department shall provide an employee with a copy of the  
12 employee's position specification in a timely manner.  
13

## 14 20. PROMOTIONAL PROCEDURES and POLICIES

### 16 **20.1 Vacancies**

18 20.1.1 Bargaining unit position vacancies shall be posted by the Employer  
19 for a minimum of ten (10) working days. The vacancy notice shall include  
20 the job code, job title, minimum qualifications, salary range, application  
21 instructions and the Employer representative that may be contacted for  
22 further information.  
23

24 20.1.2 An employee may apply for any advertised vacancy. An employee  
25 shall not be required to inform the employee's supervisor that the  
26 employee is applying for a vacancy or attending interviews. If the  
27 employee schedules an interview during the employee's work day, the  
28 employee shall provide prior notice of the interview to the supervisor.  
29

30 20.1.3 Placement preference shall be provided in the following order:

31  
32 20.1.3.1 Employees reinstated as a result of administrative board  
33 or judicial order;  
34

35 20.1.3.2 Employees returning from active duty in the military;  
36

37 20.1.3.3 Employees transferred as the result of Chief  
38 Administrative Officer action;  
39

40 20.1.3.4 Employees returning from a physical layoff;  
41

42 20.1.3.5 Employees returning from a layoff;  
43

44 20.1.3.6 Employees notified of layoff, and  
45

1 20.1.3.7 Employees returning from authorized absence from work  
2 without pay.  
3

## 4 **20.2 Temporary Upgrades**

5  
6 20.2.1 Employees shall not be required to perform duties of a higher  
7 classification as a regular assignment. However, when a bargaining unit  
8 employee is assigned to temporarily work in a higher classified bargaining  
9 unit position, the Employer shall select a bargaining unit employee based  
10 on qualifications identified solely by the Employer. In cases where  
11 qualifications are equal, the determining factor shall be class seniority  
12 within section or within division where sections do not exist. Employees  
13 who have been qualified for the temporary upgrade shall be assigned to  
14 the upgraded position on a rotational basis. The rotation shall be based on  
15 a division seniority basis and in a manner consistent with the City's  
16 Personnel Rules and Regulations.  
17

18 20.2.2 The Employer shall compensate the bargaining unit employee  
19 temporarily assigned to working at the higher classification an hourly rate  
20 equal to the employee's regular hourly rate plus ten percent (10%) of the  
21 employee's regular hourly rate. An employee may not be upgraded to a  
22 position more than two (2) grades higher than the employee's current  
23 classification. The upgrade will be paid due when the position has been  
24 vacant and/or the incumbent is absent.  
25

26 20.2.3 The temporary upgrade rate shall be implemented as quickly as  
27 possible.  
28

29 20.2.4 The temporary upgrade shall not exceed ninety (90) calendar days  
30 unless extended by mutual agreement of the parties.  
31

## 32 **20.3 Classification/ Recognition**

33  
34 20.3.1 Prior to revising existing classifications or establishing new  
35 classifications, the Employer will notify the Union of its anticipated action  
36 and offer the Union the opportunity to provide input and recommendations  
37 related to whether or not the affected positions shall be included in the  
38 Union's bargaining unit. Either party may bring this issue for discussion in  
39 the Union-Employer Committee (UEC) if it deems necessary. In the event  
40 of a dispute, either party may take the issue to the Labor Board for  
41 resolution.  
42

43 20.3.2 An employee may request a position reclassification through the  
44 employee's department director and in accordance with the Employer's  
45 Rules and Regulations.  
46

1 21. PERFORMANCE EVALUATIONS and APPRAISALS

2  
3 **This article is intentionally left blank**

4  
5 22. PERSONNEL FILES and RECORDS

6  
7 **22.1 Employee Records**

8  
9 22.1.1 A copy of an employee's performance evaluation or disciplinary  
10 action shall be presented to the employee for review and signature prior to  
11 being placed in the employee's personnel file.

12  
13 22.1.2 An employee shall be permitted to review the contents of their  
14 department and/or Human Resources Department file during normal work  
15 hours. Reasonable requests for copies of documents in the file shall be  
16 honored and reasonable charges shall be made for the copies.

17  
18 22.1.3 The personnel file maintained in the Human Resources  
19 Department (HRD) may be reviewed by hiring supervisors and/or interview  
20 panel members.

21  
22 22.1.4 An employee shall have the right to submit written responses to  
23 the documents referenced in paragraph (19.1) above that are placed in  
24 the employee's departmental or HRD files. The written responses will be  
25 placed in the appropriate file.

26  
27 22.1.5 An employee's HRD file shall be the permanent record of an  
28 employee's performance with the Employer.

29  
30 22.1.6 An employee may designate in writing a Union representative or  
31 another representative of the employee's choice to examine the  
32 employee's file.

33  
34 23. CONDITIONS of EMPLOYMENT

35  
36 **This article is intentionally left blank**

37  
38 24. DISCIPLINE and INVESTIGATIONS

39  
40 **24.1 Disciplinary Actions**

41  
42 24.1.1 The Employer may discipline employees by written reprimand,  
43 suspension, demotion or dismissal for just cause. An employee may elect  
44 to have a Union representative present at any step of the disciplinary  
45 process or at a meeting at which the employee has reason to believe  
46 disciplinary action will be discussed.

1  
2 24.1.2 Before discipline is imposed, an employee shall be notified of the  
3 reasons for which the discipline is contemplated, a summary of the  
4 evidence against the employee and the employee's right to respond to the  
5 proposed action. After providing the employee with the notice of  
6 contemplated action and before the employee makes any written or oral  
7 response, the supervisor contemplating the discipline shall request review  
8 by the Employer's Employee Mediation Program Coordinator of the  
9 circumstances on which the contemplated action is based in an effort to  
10 avoid the discipline. Mediation shall occur if it is deemed appropriate by  
11 the parties. The mediation shall be conducted in accordance with the  
12 Employer's Rules and Regulations. After this review or if the mediation is  
13 unsuccessful, the supervisor may continue the contemplated disciplinary  
14 procedure by giving the employee the right to respond to the notice of  
15 contemplated action at a pre-determination meeting. The employee shall  
16 receive notice of the pre-determination meeting no later than four (4) days  
17 prior to the meeting.  
18

19 24.1.3 The City shall normally notify an employee whether or not the City  
20 has decided to impose discipline within two (2) months after the close of  
21 the pre-determination meeting cited in paragraph 24.1.2 above. If the City  
22 does not make its disciplinary decision within the two (2) month period, the  
23 City will notify the employee in writing that the decision will be delayed.  
24

25 24.1.4 Suspensions shall not exceed ninety (90) calendar days for any  
26 offense. The Employer's Chief Administrative Officer (CAO) or designee or  
27 department director has the option, on a suspension of five (5) days or  
28 less, to prohibit the employee from attending the work place or to allow the  
29 employee to work through a suspension with pay. Fair Labor Standards  
30 Act employees may not be suspended for less than one (1) workweek  
31 except as permitted by the Fair Labor Standards Act. Disciplinary actions,  
32 with the exception of dismissals, may be held in abeyance for no more  
33 than six (6) months. The CAO or designee, a department director or acting  
34 director may impose any discipline. A division manager may issue a  
35 reprimand and suspend an employee for five (5) days or less after  
36 informing the department director. An employee's immediate supervisor  
37 may issue a reprimand after informing the division manager or department  
38 director.  
39

40 24.1.5 All disciplinary actions shall be recorded in the employee's  
41 personnel file. Disciplinary actions held in abeyance will not be forwarded  
42 to the personnel file until the disciplinary action is served. A written  
43 reprimand placed in an employee's personnel file shall not be used as  
44 evidence in a subsequent disciplinary proceeding if the reprimand was  
45 issued more than four (4) years prior to the subsequent disciplinary

proceeding and the employee has not received any discipline during the interim four (4) year period.

24.1.6 Subject to existing law, disciplinary proceedings, including written reprimands and case materials, shall normally be kept confidential. This provision shall not be interpreted in a manner that prevents a department director or designee from reviewing the material for legitimate business reasons.

24.1.7 Generally, discipline shall be progressive. This standard, however, shall not be interpreted in any manner that prevents the Employer from imposing an appropriate penalty on an employee whose offense is egregious enough to warrant the discipline without progressive discipline.

## **24.2 Investigations**

24.2.1 The Employer reserves the right to investigate employee behavior that the Employer believes may be behavior that will lead to disciplinary action. An employee under investigation shall be informed in writing that the employee is being investigated no later than fifteen (15) work days after the Employer discovered or reasonably should have discovered the act or omission that precipitated the investigation. An investigation shall normally be completed within six (6) months after discovery of the act or omissions cited above. If the Employer determines that the investigation needs to be extended beyond the six (6) month limit, the Employer shall notify the employee in writing that the investigation will be extended. The affected employee or the employee's Union representative may request a verbal status report on the investigation from the employee's supervisor or designee. The supervisor or designee shall provide the status report provided the supervisor or designee shall not be required to provide information that may jeopardize the integrity of the investigation.

## **25. GRIEVANCE and APPEAL PROCEDURES**

### **25.1 Grievance Procedure**

25.1.1 This grievance procedure shall provide a means for reconciling complaints concerning disciplinary actions and alleged violations of this Agreement. The purpose of this procedure is to promote harmonious relations among employees, the Union and the Employer, to encourage the settlement of discipline and Agreement disagreements informally at the employee-supervisor level, to resolve grievances as quickly as possible and to discourage the filing of unfounded grievances.

1  
2 25.1.2 A "grievance" shall be defined as any alleged violation of this  
3 Agreement including violations of the corrective/disciplinary action article  
4 24.  
5

6 25.1.3 If an employee wishes to appeal a disciplinary action, the  
7 employee may elect to use the appeal procedures set forth in the City's  
8 Merit System Ordinance. The union may utilize as arbitrators the Merit  
9 System Hearing Officers appointed by the city. The Hearing Officers, shall  
10 act as arbitrators, and are not subject to review by the Personnel Board of  
11 the City.  
12

13 25.1.4 An employee who elects to use the Ordinance to appeal a  
14 demotion or termination disciplinary action shall file a written notice of  
15 appeal with the City no later than ten (10) days after receiving the written  
16 disciplinary action notice. An employee who decides to use this  
17 Agreement's Grievance Procedure to appeal a demotion or termination  
18 disciplinary action shall file a written grievance with the City no later than  
19 ten (10) working days after receiving the written demotion or termination  
20 disciplinary action notice from the City. If the employee decides to use  
21 this Grievance Procedure, the employee may not also use the Merit  
22 System Ordinance to appeal the demotion or termination disciplinary  
23 action. If the employee utilizes the Merit System Ordinance appeal  
24 procedures for a demotion or termination disciplinary action, the employee  
25 may not use the Agreements Grievance Procedure appeal procedures.  
26 The employee's decision shall be irrevocable. If the Union, at a later date,  
27 decides that the employee's grievance is not meritorious and withdraws  
28 the grievance, the employee may not submit an appeal of the demotion or  
29 termination disciplinary action through the Merit Systems Ordinance.  
30

31 25.1.5 The time limits set forth in this procedure shall be considered  
32 maximum time limits. If the Employer does not respond to a grievance or a  
33 grievance appeal within the time limits set forth herein, the grievance shall  
34 be considered automatically appealed to the next step. If an employee  
35 does not file a grievance or appeal a grievance resolution in a timely  
36 manner, the grievance shall be considered null and void. Time limits may  
37 only be waived or suspended by the parties through a written agreement  
38 of the parties.  
39

40 25.1.6 An employee may be accompanied by a Union representative at  
41 any step of this procedure.  
42

43 25.1.7 An employee may file a grievance without the intervention of the  
44 Union, provided it is subject to the following limitations:  
45  
46

1 25.1.7.1 The grievance adjustment is consistent with the terms of  
2 this Agreement.

3  
4 25.1.7.2 At any hearing or meeting on a grievance brought by an  
5 employee without the intervention of the Union, the Union shall be  
6 afforded the opportunity to be present and make its views known.

7  
8 25.1.7.3 An individual employee may not invoke the arbitration  
9 procedure of this Agreement.

10  
11 25.1.8 If a grievance affects two (2) or more employees, the grievance  
12 may be filed by the Union on behalf of the employees.

13  
14 25.1.9 Neither the grievant nor any participant in this grievance procedure  
15 shall suffer any retaliation, discrimination, restraint, coercion or reprisal as  
16 a result of filing a grievance or participating in the procedure.

17  
18 25.1.10 A grievance must be filed in writing no later than ten (10) working  
19 days after the grievant knew or reasonably should have known of the  
20 event or action that precipitated the grievance. If the grievance is not filed  
21 within this time period, the grievance shall be considered null and void.

22  
23 25.1.11 An employee who believes a grievance may exist shall attempt to  
24 resolve the matter by discussing the issue(s) with the employee's  
25 immediate supervisor prior to filing a written grievance.

26  
27 25.1.12 The filing of a grievance, or the intent to file, does not relieve any  
28 employee of the employee's responsibility to perform any and all of the  
29 employee's assigned duties promptly, efficiently and completely. This shall  
30 not apply to an employee's refusal to perform a job duty in the presence of  
31 an imminent threat of physical harm or death due to an unsafe working  
32 condition.

## 33 34 **25.2 Grievance Steps**

35  
36 25.2.1 At any time during the processing of a grievance, an employee and  
37 supervisor may attempt to mediate the dispute. The agreement to mediate  
38 shall be executed in writing. Time limits will be suspended during the  
39 mediation process unless the parties agree otherwise. Any agreement  
40 reached by the parties during mediation shall be reduced to writing and  
41 signed by the parties. The mediation shall be conducted in accordance  
42 with the Employer's Rules and Regulations.

43  
44 25.2.2 STEP ONE: To initiate a grievance, the employee/union shall  
45 submit the grievance in writing to the employee's department director or  
46 the city's CAO which ever is applicable, no later than ten (10) working



1 days after the employee/union knew or reasonably should have known of  
2 the incident or action that precipitated the grievance. The grievance shall  
3 include the employee's name, job title and work site, the provision(s) of  
4 the Agreement alleged to have been violated a description of the  
5 grievance, the relief requested. No later than ten (10) working days after  
6 receiving the written grievance, the department director/CAO shall submit  
7 a written response to the employee/union. .  
8

9 25.2.2.1 If the department director/CAO does not submit a  
10 written disposition in a timely manner, the grievance shall  
11 automatically be appealed to Step 2.  
12

13 25.2.2.2 A copy of the grievance will be submitted by the  
14 grievant to the Employee Relations Director.  
15

16 25.2.3 STEP TWO: If the employee/union is not satisfied with the  
17 department director's/ CAO's written disposition of the grievance, the  
18 grievance may be appealed and addressed in the following manner:  
19

20 25.2.4 Alleged contract violations  
21

22 25.2.4.1 If the Union and the employee are not satisfied with  
23 the department head written disposition or if the department head  
24 does not submit the written disposition in a timely manner, the  
25 Union may appeal the grievance to the Employer's Labor-  
26 Management Relations Board by submitting a written appeal to the  
27 Board. The parties shall interpret the Labor-Management Relations  
28 Ordinance's thirty (30) day appeal time period to commence on the  
29 day the Union received or should have received a copy of the  
30 Employee Relations Director's written disposition.  
31

32 25.2.4.2 The Labor-Management Relations Board shall  
33 schedule and convene a hearing on the grievance in accordance  
34 with the Employer's Labor-Management Relations Ordinance and  
35 Board's Rules and Regulations.  
36

37 25.2.4.3 The Labor-Management relations Board's decision  
38 may be appealed by either party in accordance with the Labor-  
39 Management Relations Ordinance's procedures.  
40

41 25.2.5 City hearing officers acting as arbitrators  
42

43 25.2.5.1 If the grievance contests a discipline subject to the  
44 jurisdiction of this Procedure, the employee may elect to use the  
45 appeal procedures set forth in the City's Merit System Ordinance.  
46 The union may utilize, as arbitrators, the Merit System Hearing

1 Officers appointed by the city. The Hearing Officers, shall act as  
2 arbitrators, and are not subject to review by the Personnel Board of  
3 the City. This shall be executed by the union by filing with the office  
4 of administrative hearings.  
5

6 25.2.5.2 The decision of the arbitrator shall be based upon the  
7 facts established by the testimony and documents presented in the  
8 case. The arbitrator shall be authorized to decide issues of  
9 arbitrability. The arbitrator shall have no power to add to, subtract  
10 from, alter or modify any of the terms of this Agreement, but may  
11 give appropriate interpretation or application to such terms and  
12 apply appropriate relief. The arbitrator shall not have authority to  
13 make an award which includes a fine or other punitive damages or  
14 an award of attorney's fees.  
15

16 25.2.6 (For discipline which consists of demotions and terminations):  
17

18 25.2.6.1 If the Union is not satisfied with the CAO's written  
19 disposition regarding a demotion or termination, the grievance may  
20 be submitted to final and binding arbitration by the Union but not by  
21 the individual grievant within fifteen (15) working days after receipt  
22 of the written response by the CAO.  
23

24 25.2.6.2 Within fifteen (15) days of the written demand for  
25 arbitration, the Union shall make a request for a panel of seven (7)  
26 arbitrators from the Federal Mediation and Conciliation Service  
27 (FMCS) unless the parties by such time agree upon an arbitrator.  
28

29 25.2.6.3 Within fifteen (15) working days after receipt of a list  
30 of arbitrators, the parties shall confer to select the arbitrator. The  
31 selection shall be made by the Union and Employer alternately  
32 eliminating names. The last name remaining shall be the arbitrator.  
33 The parties shall flip a coin to determine who shall strike the first  
34 name. If either party fails or refuses to strike a name from the list,  
35 the other party may request that the FMCS unilaterally appoint an  
36 arbitrator to hear the matter. Once an arbitrator is either selected by  
37 the parties or appointed by the FMCS, the arbitrator shall have full  
38 jurisdiction.  
39

40 25.2.6.4 The decision of the arbitrator shall be based upon the  
41 facts established by the testimony and documents presented in the  
42 case. The arbitrator shall be authorized to decide issues of  
43 arbitrability. The arbitrator shall have no power to add to, subtract  
44 from, alter or modify any of the terms of this Agreement, but may  
45 give appropriate interpretation or application to such terms and  
46 apply appropriate relief. The arbitrator shall not have authority to

1 make an award which includes a fine or other punitive damages or  
2 an award of attorney's fees. Each party shall pay one-half (1/2) of  
3 the arbitrator's fees and expenses. The arbitrator's decision shall  
4 be final and binding upon the parties subject to the laws of the  
5 State of New Mexico. In arbitrations challenging a disciplinary  
6 action, the Employer shall have the initial burden of proof. If the  
7 arbitrator orders reinstatement of the employee, the arbitrator's  
8 back pay award shall be limited to pay and benefits for time lost  
9 less any compensation the employee earned after the termination.

10  
11 25.2.7 The parties agree to establish a pilot program for the term of this  
12 agreement. Pursuant to this pilot program, the union will be entitled to  
13 only five (5) arbitrations to go through the FMCS process.

14  
15 25.2.8 The employee may choose to use the provisions of the Merit  
16 Systems Ordinance with or without union representation.

## 17 18 26. EMPLOYEE REIMBURSEMENTS

### 19 20 **26.1 Per Diem and Mileage Reimbursements**

21  
22 26.1.1 The Employer's current policies on per diem and mileage shall  
23 continue in effect for all M-Series bargaining unit employees.

24  
25 26.2.1 As part of a pilot program, per diem and mileage shall be  
26 submitted on a biweekly basis with payroll. Employees must submit per  
27 diem with payroll each pay period. Reimbursement will occur within four  
28 weeks of submittal. Any change to this section will require both parties to  
29 meet and confer.

## 30 31 27. EMPLOYEE LIABILITY COVERAGE

32  
33 **This section intentionally left blank**

## 34 35 28. EMPLOYEE ASSISTANCE PROGRAMS

### 36 37 **28.1 Employee Assistance Program**

38  
39 28.1.1 The Employer shall continue to provide a confidential Employee  
40 Assistance Program (EAP) staffed with licensed professionals. The EAP  
41 service shall offer professional assessment and short-term counseling and  
42 referral service to assist employees and their immediate family members.  
43 Employees may self-refer when they recognize a need for assistance  
44 provided the self-referral does not conflict with the Employer's Substance  
45 Abuse policy.

28.1.2 The Employer shall not take adverse action against any employee on the sole basis of the employee's participation in the program.

## **28.2 Critical Incident Stress Debriefing**

28.2.1 The Employer shall provide employees critical incident stress debriefing (CISD) when job-related incidents occur that warrant this assistance. CISD will be provided in a manner that is consistent with Workers Compensation laws and regulations.

## **29. EMPLOYEE VEHICLE USAGE**

**This section intentionally left blank**

## **30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION**

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## **31. FIREARMS**

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## **32. CITY PROVIDED EQUIPMENT and TOOLS**

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## **33. EMPLOYEE INCENTIVE PROGRAMS**

### **33.1 Employee Recognition Program**

33.1.1 The Employer may develop methods of rewarding employees through a reward, bonus, leave with pay or any other form of award or extra compensation, in addition to the regular benefits entitled a classified or unclassified employee, as long as all of the following conditions are met:

33.1.1.1 The award results from a pre-existing plan or program authorized by the Chief Administrative Officer which sets up a specific criteria for such extra compensation; and

33.1.1.2 Employees render service that is outside of and in addition to the normal requirements and expectations of their employment; and

33.1.1.3 The Employer reasonably anticipates some tangible or intangible benefit from such service.

1  
2 33.1.2 At the discretion of the director, departments choosing to  
3 implement an employee incentive program shall present to the Chief  
4 Administrative Officer a specific plan for approval. These plans shall  
5 include, but not be limited to, the following:  
6

7 33.1.2.1 The method of selection of awardees, including the  
8 composition of selection boards.  
9

10 33.1.2.2 The criteria under which employees will be nominated as  
11 well as ultimately selected, as awardees.  
12

13 33.1.2.3 The suggested frequency with which it is proposed these  
14 awards will be given.  
15

16 33.1.2.4 The anticipated number of employees who will be  
17 honored at a given frequency.  
18

19 33.1.2.5 The amount of leave with pay to be granted by the  
20 department.  
21

22 33.1.2.6 The amount of cash award to be made available to  
23 awardees.  
24

25 33.1.3 The amount of leave with pay and the amount of cash awarded  
26 may be up to three (3) days of paid leave and up to \$750 per employee.  
27 Programs may offer leave with pay or cash awards or both. Department  
28 directors, assistant directors, division and program heads, and others of  
29 similar rank are excluded from departmental incentive award programs.  
30

31 33.1.4 Upon approval of a department's incentive program, the Chief  
32 Administrative Officer will recommend the amount of funds to be budgeted  
33 to the department for implementation of the program. Award of any funds  
34 beyond the budgeted amount will require the prior approval of the Chief  
35 Administrative Officer.  
36

37 33.1.5 Department directors are responsible for administering these  
38 programs to enhance operational performance and productivity. This  
39 regulation does not govern programs sponsored by service clubs or  
40 similar service groups and pertains solely to the use of City funds as  
41 incentives for employees. Departments may grant each individual within a  
42 team or group an award based on the above amounts.  
43

44 33.1.6 Failure to receive an award under this Section may not be grieved.  
45  
46

1     **33.2 Sick Leave Incentive Program**

2  
3     33.2.1 Employees must have been employed with the Employer for six (6)  
4 consecutive months in order to participate in the sick leave incentive  
5 program as follows:

6  
7         33.2.1.1 Employees utilizing zero (0) hours of sick leave for six (6)  
8 consecutive months will be awarded eight (8) hours of vacation  
9 leave.

10  
11         33.2.1.2 Employees utilizing less than or equal to 12.5 percent of  
12 accrued sick leave over six (6) consecutive months will be awarded  
13 four (4) hours of vacation leave.

14  
15     33.2.2 Part-time employees transferring to full-time positions within the  
16 specified six (6) consecutive month period will receive sick leave incentive  
17 as if they had been full-time employees for the entire six (6) month period.

18  
19     33.2.3 Departments will review sick leave usage twice a year for the  
20 periods, July 1 through December 31 and January 1 through June 30.

21  
22     33.2.4 Employees on injury time are not eligible for incentive leave with  
23 the exception of light duty and FMLA.

24  
25     33.2.5 Employees on suspension or administrative leave resulting from a  
26 disciplinary action that is sustained through administrative or judicial  
27 process will not be eligible for incentive leave.

28  
29     33.2.6 Employees utilizing donated leave will not be eligible for incentive  
30 leave unless the donated leave was used for FMLA purposes.

31  
32     33.2.7 Part-time employees working twenty (20) hours or more per week,  
33 if eligible, will receive incentive leave on a prorated basis.

34  
35     33.2.8 This regulation shall be the only means of providing sick leave  
36 incentive for City employees.

37  
38     33.2.9 Employees categorized as temporary, seasonal, student or part-  
39 time working less than twenty (20) hours per week are not eligible to  
40 participate in the sick leave incentive program.

41  
42     **32. EMPLOYEE PAYROLL DEDUCTIONS**

43  
44         **This section intentionally left blank**

1 35. LAYOFF/ REDUCTION IN FORCE and RECALL

2  
3 **35.1 Layoff and Reduction in Force Procedures**

4  
5 35.1.1 "Layoff" shall be defined as the involuntary separation of an  
6 employee from Employer service as a result of the abolishment of the  
7 position, program elimination or lack of funds.  
8

9 35.1.2 The Chief Administrative Officer (CAO) and the Director of Human  
10 Resources, or their designee, shall be responsible for approving all layoffs  
11 and offering transfers or placement offers to employees facing layoff.  
12 Prior to the implementation of a layoff or transfers resulting from  
13 reductions-in-force (RIF), the CAO, Human Resources Director or their  
14 designee shall meet with the Union to discuss the reason(s) for the RIFs,  
15 possible alternatives to a layoff, the positions impacted by the RIFs,  
16 employees affected, transfer opportunities and employees who will be laid  
17 off, if any. If the Human Resources Department and the Employee  
18 Relations Office determine that an employee should be transferred to a  
19 position for which a special certification or license is required, the  
20 employee shall be afforded the opportunity to obtain the required  
21 certification or license within a one (1) year period. If the employee does  
22 not meet this requirement within one (1) year, the employee shall revert to  
23 layoff status unless a vacancy is available in a job for which the employee  
24 qualifies.  
25

26 35.1.3 Prior to the layoff of a classified non-probationary employee,  
27 temporary employees, seasonal employees or students may be  
28 terminated.  
29

30 35.1.4 An employee who is laid off as the result of RIF shall be provided  
31 with at least thirty (30) days written notice prior to the effective date of the  
32 layoff.  
33

34 35.1.5 When two (2) or more employees are in the same job code in the  
35 same department affected by the layoff, the layoff determination shall be  
36 made in the following order:  
37

38 35.1.5.1 The employee with the shortest length of continuous  
39 uninterrupted service with the City;  
40

41 35.1.5.2 If this is equal, the employee with the shortest length of  
42 continuous uninterrupted service with the department;  
43

44 35.1.5.3 If this is equal, the employee with the shortest length of  
45 continuous uninterrupted service in the current job code;  
46

1 35.1.5.4 If this is equal, the affected employees shall draw lots.  
2

3 35.1.6 Laid off employees shall have two (2) years recall rights and  
4 placement preferences in accordance with Article 13.7.2 of this  
5 Agreement.  
6

7 35.1.6.1 Laid off employees shall be returned to active service in  
8 reverse order of seniority.  
9

10 35.1.6.2 An employee who is returned to the same or different  
11 position but at the same grade as previously held will receive the same  
12 rate of pay the employee was receiving at the time of the lay-off.  
13

14 35.1.6.3 An employee who returns to a different position at a lower  
15 grade than that which the employee held at the time of the lay-off will be  
16 placed at the same rate of pay or closest highest step of the lower grade  
17 not to exceed the maximum of the new grade.  
18

19 35.1.6.4 An employee who returns to a position in a different pay  
20 plan from that which the employee held at the time of the lay-off will be  
21 moved to the same or closest rate of pay within the new pay grade of the  
22 new pay plan not to exceed the maximum of the new grade.  
23

24 35.1.6.5 An employee on a recall list will be removed from the list  
25 and terminated from employment when the one (2) year recall period has  
26 ended without the employee being called back to work; when the  
27 employee has refused to accept an offer of employment with the Employer  
28 in a position in which the employee is qualified and for which the grade is  
29 the same or of comparable pay to that of the position held by the  
30 employee at the time of the employee's layoff; when the employee  
31 accepts another position with the Employer or when the employee  
32 voluntarily resigns from employment.  
33

## 34 36. RESIGNATION and RETIREMENT 35

### 36 **36.1 Resignation** 37

38 **This section intentionally left blank**  
39

### 40 **36.2 Retirement** 41

42 36.2.1 Early Retirement Immediately prior to retirement from active  
43 service with the Employer: an employee may take leave with pay  
44 equivalent to the amount of sick and vacation leave the employee has  
45 accumulated. Employees who are eligible for retirement and are under  
46 the provisions of this Agreement will be governed by the provisions of this



1 Agreement. Employees should plan to begin processing for retirement at  
2 least six (6) months prior to the projected date of retirement. Any  
3 employee eligible to retire within five (5) years may attend the retirement  
4 counseling sessions conducted by the Employer. The Employer will  
5 disseminate information regarding the session to employees on a periodic  
6 basis.

7  
8 36.2.2 Employees in Early Retirement are not entitled to salary increases  
9 afforded other employees.

10  
11 36.2.3 Employees in Early Retirement are entitled to all benefits except  
12 vacation and sick leave accruals, donated leave and hardship leave.

### 13 14 37. RULES and REGULATIONS

15  
16 **This section intentionally left blank**

### 17 18 38. PRIVATIZATION and CONTRACTING OUT

#### 19 20 **38.1 Contracting for Services**

21  
22 38.1.1 If the Employer anticipates the contracting out of Employer  
23 services on a permanent basis that have historically been performed by  
24 bargaining unit employees, the Employer shall notify the Union President  
25 in writing of the Employer's intentions no later than thirty (30) days prior to  
26 implementing the anticipated action or when the issue is included in the  
27 Mayor's annual budget request.

28  
29 38.1.2 The Union may request to meet and confer with the Employer to  
30 discuss the anticipated action prior to implementation. The request shall  
31 be granted.

32  
33 38.1.3 Upon request, the Employer shall provide data and other  
34 information in the Employer's possession that is related to the anticipated  
35 action and that will assist the Union in its development of a response to  
36 the Employer's action.

37  
38 38.1.4 The Union shall be allowed the opportunity to present arguments  
39 and data to the Employer to counter the Employer's anticipated action  
40 prior to the Employer's anticipated action.

41  
42 38.1.5 If the Employer decides to issue a request for proposals (RFP) for  
43 contracting out the services, the Union shall be provided with a  
44 copy at the same time other vendors are provided a copy.

### 45 46 39. STRIKES and LOCKOUTS

1  
2       **This section intentionally left blank**

3  
4       **40. GENERAL ADMINISTRATIVE PROVISIONS**

5  
6       **40.1 Non-Discrimination**

7  
8           40.1.1 The provisions of this Agreement shall be applied to all employees  
9           in compliance with applicable law and Employer policies that prohibit  
10          discrimination related to age, race, creed, religion, national origin, gender,  
11          disability sexual orientation, veteran status or other protected classes set  
12          forth in the Employer's Labor-Management-Relations Ordinance.

13  
14       **40.2 Memoranda of Understanding (MOU)**

15  
16           40.2.1 The parties may execute memoranda of Understanding (MOUs)  
17           during the term of this agreement. The MOUs will expire no later than the  
18           termination date of this Agreement.

19  
20       **40.3 Complete Agreement**

21  
22           40.3.1 This Agreement relates to the employees of the City of  
23           Albuquerque in the designated collective bargaining unit. The parties do  
24           hereby acknowledge that this Agreement represents an amicable  
25           understanding reached by the parties as the result of negotiations of the  
26           parties as provided in the Employer's Labor-Management Relations  
27           Ordinance.

28  
29           40.3.2 This Agreement replaces in its entirety any and all previous  
30           Agreements and represents the only Agreement of the parties hereto.  
31           When any conflicts occur, this Agreement shall govern as provided by the  
32           Employer's Labor-Management Relations Ordinance.

33  
34           40.3.3 The parties agree that all issues subject to negotiations and  
35           consideration by the parties have been addressed during the negotiations  
36           leading to this Agreement. Neither party shall be required to negotiate on  
37           any matter during the term of this Agreement unless otherwise specifically  
38           mandated by another provision of this Agreement. This limitation shall  
39           apply to any matter, whether or not the issue is addressed in this  
40           Agreement.

41  
42           40.3.4 Under normal circumstances, the Union will be given prior notice of  
43           proposed changes in City or department-wide written policies that directly  
44           affect bargaining unit employee working conditions. The Union will be  
45           given fourteen (14) days from the time of notice to provide input. This input  
46           period may or may not delay implementation, but may require revision or

1 cancellation of the originally proposed policy. The parties may agree to  
2 extend time limits by mutual consent.  
3

4 40.3.5 The Union will be allowed to provide input through the Office of  
5 Employee Relations on all changes in policies, rules and handbooks.  
6

7 **40.4 Savings Clause**  
8

9 40.4.1 If any part of this Agreement is determined by the Employer's  
10 Labor-Management Relations Board or a court of competent jurisdiction to  
11 be in violation of law, that part of the Agreement shall be considered null  
12 and void. All other provisions of the Agreement shall remain in full force  
13 and effect. If either party wishes to re-negotiate the provision(s)  
14 determined to be in violation of law, that party shall notify the other party of  
15 its intent to re-open negotiations on that provision(s) only. The parties  
16 shall meet in good faith and in a timely manner to re-negotiate the  
17 provision(s).  
18

19 **40.5 Term of Agreement**  
20

21 40.5.1 This Agreement shall become effective on July 1, 2008 for all  
22 purposes unless otherwise provided in this agreement and shall remain in  
23 full force and effect through 12:00 midnight on June 30, 2009.  
24

25 40.5.2 Either party may open negotiations for a successor agreement in  
26 accordance with the Employer's Labor-Management Relations Ordinance  
27 provision which requires the initiating party to notify the other party of its  
28 intent at least sixty (60) days prior to the expiration of this Agreement.  
29 The parties agree to open negotiations no later than April 1 2009.  
30

31 **40.6** All tentative agreements reached by the parties to this agreement will be  
32 incorporated into the final agreement.  
33

34  
35 **IN WITNESS WHEREOF**, the parties have entered their names and affixed the  
36 signatures of their authorized representatives on this 25th day of  
37 September, 2008.  
38

39  
40 CITY OF ALBUQUERQUE

AFSCME

41  
42  
43  
44  
45 By: Martin J. Chavez, Mayor  
46 City of Albuquerque

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48  
49  
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51 By: Andrew E. Padilla, President  
AFSCME Local 3022

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Form Reviewed by Legal Department

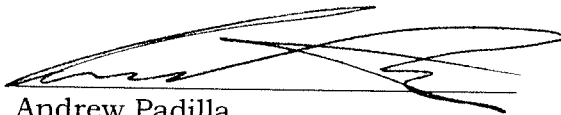
Robert White

By: Robert White  
City Attorney

(Seal) [Signature]  
City Clerk

## MEMORANDUM OF UNDERSTANDING

- 1) Notwithstanding the provisions set forth in Sections 2.2.1.1 of the Collective Bargaining Agreement between Local 3022 and the City of Albuquerque, the bridge payment for employees with less than five (5) continuous years' service with the Employer shall be fifteen dollars (\$15.00). The difference between the twenty dollars (\$20.00) contained in the Agreement and the fifteen (\$15.00) set forth herein was placed on new Step 5 (Old step 9) of the salary schedule in Section 2.1.
- 2) The parties agree to begin negotiations on a successor agreement to the 2008 - 2009 Agreement no later than April 1, 2009.



Andrew Padilla  
Local 3022



Lawrence Torres  
Employee Relations Officer

Date: 9-24-08

Date: 9/24/08